

COLLECTIVE AGREEMENT

B E T W E E N:

**VICTORIAN ORDER OF NURSES
CHATHAM-KENT ONTARIO SITE**
(Hereinafter referred to as "the Employer")

A N D:

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

EXPIRY: March 31, 2011

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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 cooperatively with the Employer to provide the best possible community health services.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Ontario Nurses' Association as the bargaining agent of all Registered and Graduate Nurses employed by VON Canada - Ontario Branch, Chatham-Kent Site in a nursing capacity at its Chatham-Kent Site, save and except nursing Supervisor, persons above the rank of Nursing Supervisor and persons regularly employed for not more than twenty-four (24) hours per week.

ARTICLE 3 – MANAGEMENT FUNCTIONS

- 3.01 The Association recognizes that the Employer has retained and shall possess and exercise all rights, functions, powers, privileges and authority that it possessed prior to the execution of this Collective Agreement except those that are expressly and specifically relinquished or restricted in this Collective Agreement.
- 3.02 The Employer shall not exercise its management rights in such a way as to be in violation of a specific provision of this Collective Agreement.

ARTICLE 4 – DEFINITIONS

These definitions shall not alter the current bargaining unit composition outlined in Article 2.01.

- 4.01 A full-time Nurse will be scheduled to work seventy-five (75) hours in a two-week period.
- 4.02 A permanent part-time Nurse is a Nurse who is regularly scheduled to work on average forty-eight (48) hours per biweekly period but less than full-time hours and who has a predetermined schedule of regular days of work per week. Conditions of employment for permanent part-time Nurses are as per Appendix B.
- 4.03 A Registered Nurse is defined as a Nurse who is registered by the College of Nurses of Ontario in accordance with the Regulated Health Professions Act. A Registered Nurse is required to present her current Certificate of Registration to the Site Director or Designate upon renewal.
- 4.04 A Graduate Nurse is defined as a Nurse with certification incomplete, who is a graduate of a programme acceptable to the College of Nurses of Ontario and is either in the process of being certified by the College of Nurses of Ontario or is completing certification requirements. This certification shall be completed within twenty-four (24) months following date of hire. Where a Nurse fails to complete certification requirements, she/he will be terminated and such termination shall not be the subject matter of a grievance or arbitration procedure.

- 4.05 The word "Nurses" as when used throughout this Agreement shall mean persons included in the bargaining units outlined in Article 2.01.
- 4.06 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun, where the content so requires. Where the singular is used, it may also be deemed to mean the plural.

ARTICLE 5 – NO DISCRIMINATION

- 5.01 The Employer and the Association agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their Representatives with respect to any Nurse because of her membership or non-membership in the Association, activity or lack of activity on behalf of the Association or by reason of exercising her rights under the Collective Agreement or any applicable legislation.
- 5.02 The Association agrees that there will be no Association activity, solicitation for membership or collection of Association dues on Employer premises or during working hours except with the written permission of the Employer or as specifically provided for in this Agreement.
- 5.03 It is agreed that there will be no discrimination and/or harassment by either party or by any of the Nurses covered by this Agreement on the basis of race, creed, colour, place of origin, ethnic origin, ancestry, citizenship, sex, sexual orientation, family status, 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.

- 5.05 The Association and the Employer agree to abide by the *Ontario Human Rights Code*.

ARTICLE 6 – NO STRIKE, NO LOCKOUT

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

ARTICLE 7 – ASSOCIATION SECURITY

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

ARTICLE 8 – REPRESENTATIVES AND COMMITTEES

8.01 Nurse Representatives

The Employer agrees to recognize two (2) Nurse Representatives for the purpose of dealing with grievances and conducting Association interviews.

8.02 Grievance Committee

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

8.03 Association-Management Committee

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

8.04 Negotiating Committee

The Employer agrees to recognize a Negotiating Committee of two (2) Registered Nurses for the purpose of negotiating renewals of the Collective Agreement.

8.05 Central Negotiations

If a Nurse is appointed to a Central Negotiating Team recognized by the Employer, the Nurse shall receive time off as required to attend negotiating meetings. Time for preparation for negotiations shall be without pay and the Association shall advise the Employer as far in advance as possible of the dates of these meetings. Only one (1) Nurse shall be absent on such leave at any one time. Such days shall not be counted as Association leave days.

Salary and applicable benefits shall be maintained by the Employer and the Employer shall be reimbursed the full cost of the salary and applicable benefits by the Association.

8.06 Occupational Health & Safety Committee

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

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

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

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

When faced with Occupational Health and safety concerns the Employer will take reasonable action(s) in a timely manner that reduces risk and protects nurses.

- 8.07 The Association shall keep the Employer notified in writing of the names of the current Nurse Representatives, Committee Members and any other Officers of the local Association who are employed by the Employer.
- 8.08 The parties recognize that a Nurse Representative has the responsibility to perform her regular duties and to represent Employees on Association business. If a Representative must leave her regular duties for any period of time in order to attend to Association business, she will coordinate the time needed to fulfil these duties with her Supervisor. Upon completion of her business the Representative will inform her Supervisor that she has returned.
- 8.09 Representatives of the Association shall be paid at their regular rate of pay for all time used during their regularly scheduled hours of work in attending meetings or for fulfilling other duties related to their responsibilities under the Collective Agreement.
- i) The Employer shall be required to pay Nurses on the Negotiating Committee up to but not including conciliation, except for those Nurses involved on a central bargaining team, where the Employer will pay up to and including conciliation;
- ii) The Employer shall not be required to pay Nurses on the Grievance Committee or the Grievor for time spent at arbitration hearings.
- 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 reasonable 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 grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of this Agreement.
- 9.02 It is the mutual desire of the parties that complaints and differences are dealt with in a quick fashion. A Nurse will discuss her complaint with her Supervisor within seven (7) calendar days after the circumstances have occurred or ought reasonably to have come to the attention of the Nurse. The Supervisor shall reply within five (5) calendar days. If the matter is not resolved, it shall be taken up as a grievance.

Step 1

The written grievance shall be submitted to the Site Director or Designate, within five (5) calendar days of the Supervisor's reply. A meeting may be held to pursue a settlement of the grievance. A reply shall be given within ten (10) calendar days of receipt of the grievance. The parties may have Representatives from outside.

- 9.03 Should the matter not be resolved, it shall be referred to arbitration within ten (10) calendar days of reply. The parties will first consider and thus may agree upon a sole Arbitrator to hear the matter. If there is no agreement, then the parties shall notify one another in writing within a further ten (10) calendar days, of the name of

their respective Nominee. Such Nominees shall select a Chair within a further ten (10) calendar days. Should the parties or the Nominees, where applicable, not be able to agree on the Chair, then the Minister of Labour for the Province of Ontario shall appoint the Chair.

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

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

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

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

9.08 Policy Grievance

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

9.09 Group Grievance

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

9.10 Discharge/Suspension Grievance

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

ARTICLE 10 – SENIORITY

10.01 Job Security:

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

(b) Seniority for part-time Nurses shall be based on paid hours accumulated since date of last hire. It is recognized that fifteen hundred (1,500) hours paid equals one (1) year of full-time service.

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

- (b) 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:
 - i) reasons which are arbitrary, discriminatory or in bad faith;
 - ii) exercising a right under this Agreement.

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

- 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 she has previously completed a probationary period. Where no such probationary period has been served, the number of hours worked immediately preceding the transfer shall be credited toward the probationary period.
- 10.04 The Employer will keep up to date separate seniority lists for full-time and part-time Nurses, and supply copies of the current lists to the Association twice a year, in the months of January and July, and prior to any layoff.
- The Employer will also post these lists in a conspicuous place at the time they are forwarded to the Association.
- 10.05 Seniority shall be retained and accumulated when a Nurse is absent from work under the following conditions:
- (a) On an approved leave of absence with pay;
 - (b) When on an approved leave of absence without pay not exceeding thirty (30) continuous calendar days;
 - (c) When in receipt of sick leave;
 - (d) When in receipt of Workplace Safety & Insurance Board Benefits for an injury sustained while in the employ of the VON;
 - (e) When on pregnancy/parental/adoption leave in accordance with the Employment Standards Act.
- 10.06 Seniority shall be retained but not accumulated when a Nurse is absent from work under the following conditions:
- (a) When on an approved leave of absence without pay, exceeding thirty (30) continuous calendar days;
 - (b) When on layoff of up to 24 months;
 - (c) When absent on account of accident or illness non-VON work related and not in receipt of sick leave credits.
- 10.07 Seniority shall be lost and an Employee considered terminated when a Nurse is absent from work under the following conditions:

- (a) Retirement;
- (b) Resignation;
- (c) Discharge which is not overturned by the grievance/arbitration procedure;
- (d) Laid off for more than 24 months;
- (e) Fails, upon being notified of a recall, to signify her intention to return within five (5) calendar days after she has received her notice of recall mailed by registered mail to the last known address according to the records of the Employer and fails to report to work within seven (7) calendar days after she has received the notice of recall or such further period of time as may be agreed upon by the Employee and Employer; and
- (f) Fails to report to work as scheduled at the end of leave of absence, vacation or suspension unless there is a reasonable explanation given to the Employer, or utilizes a leave of absence for purposes other than that for which the leave was granted.

10.08 A Nurse's full seniority and service shall be retained by the Nurse in the event that she is reclassified from full-time to part-time or in the event she moves from casual to part-time or vice versa. A Nurse whose status is changed from full-time to part-time shall receive credit for her full seniority and service on the basis of fifteen hundred (1,500) hours paid for each year of full time seniority or service. A Nurse whose status is changed from part-time to full-time shall receive credit for her full seniority and service on the basis of one year of seniority or service for each fifteen hundred (1,500) hours paid. Any time worked in excess of an equivalent shall be prorated at the time of transfer.

10.09 Positions outside the Bargaining Unit

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

10.10 Protection of Bargaining Unit Work

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

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

The Employer shall endeavour not to enter into any agreement with any Trade Union that restricts or purports to restrict in any way the employment of and assignment of work to Nurses covered by this Collective Agreement without prior consultation and discussion with the Union's Labour Relations Officer for the life of this Agreement. In the event of a fundamental change in the work normally

performed by members of the bargaining unit, it is agreed that the parties shall meet to discuss these changes.

10.11

Layoff and Recall

- (a) Where there is a reduction in the workload resulting in a surplus of Nurses, the Employer shall lay off Nurses in reverse order of seniority within the team and then in reverse order of bargaining unit seniority provided the Nurses remaining are qualified to perform the available work. Subject to the above, probationary Nurses shall be first laid off followed by the most junior Nurses. Layoff and recall rights of full-time Nurses shall be separate from part-time Nurses. It is understood that the Employer will exercise its right to layoff in a manner that prefers the retention of full-time over part-time work where operational considerations allow.
- (b) Nurses shall be recalled in order of seniority, unless otherwise agreed between the Employer and the Association.
- (c) No reduction in the hours of work shall take place to prevent or reduce the impact of layoff.
- (d) A Nurse on layoff will be given job opportunities (vacancies) before any new Nurses are hired into that category.
- (e) No new Nurse will be hired when there is a Nurse(s) on layoff who is qualified and able to perform the available work.
- (f) A reduction of the permanent part-time staffing complement is considered a layoff.
- (g) In this Article, a "vacant position" shall mean a position for which the posting process has been completed and no successful applicant has been appointed.
- (h) In the event of a temporary layoff, as defined in the Employment Standards Act, the Employer will endeavour to provide the Association with thirty (30) calendar days' notice, but no less than fourteen (14) days, and will meet with the Association to discuss the reasons for the layoff.
- (i) A nurse who has been notified of a temporary layoff may:
 - i) Accept the layoff; or
 - ii) Elect to transfer to a vacant position, provided she is qualified and able to perform the available work; or
 - iii) Displace the least senior Nurse in the bargaining unit whose work she is qualified and able to perform.
- (j) In the event of a permanent layoff, as defined in the Employment Standards Act, the Employer will provide the Association with no less than thirty (30) calendar days' notice of such layoff and will 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) the method of implementation, including the areas of cutback and the Nurses to be laid off; and,
 - iv) any other alternatives, including early retirement options.
- (k) A Nurse who has been notified of a permanent layoff may:
- i) Accept the layoff; or
 - ii) Opt to retire if eligible under the terms of the VON Pension Plan; or
 - iii) Elect to transfer to a vacant position provided she is qualified and able to perform the available work; or
 - iv) Displace the least senior Nurse in any status (i.e., full-time, part-time) who has lesser bargaining unit seniority, provided she is qualified and can perform the duties of the Nurse she displaces.
- (l) In the case of a temporary or permanent layoff, a Nurse shall indicate her decision as to which option she is selecting within five (5) calendar days of notification.

10.12 When an Employee who has no seniority or bumping options accepts a long-term layoff, she shall be entitled to receive severance pay in accordance with the Employment Standards Act.

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

10.13 After a layoff, if there is a vacancy in the site, then such vacancy shall be posted. At the time of layoff, a nurse shall indicate her interest in being considered for any vacancies through the transfer book system of Article 11.06.

ARTICLE 11 – JOB POSTINGS

11.01 In the case of all vacancies and new positions in the bargaining unit, the Employer will post notice of such vacancy in each office for seven (7) calendar days prior to filling the position, in order that any interested Nurse may apply. The notification of the posting will be by universal voice mail and posted in a prominent place in the Site office. If no qualified Nurse applies, then the Employer may hire a new Nurse from outside the employ. The name of the successful applicant shall be posted by the Employer.

11.02 Nurses from within the bargaining unit shall be given the first opportunity to fill temporary vacancies. The Employer will outline the conditions and duration of such vacancies. Such temporary vacancy shall not exceed the time required to complete the specific circumstances which gave rise to the temporary vacancy.

11.03 Vacancies exceeding thirty (30) calendar days but not more than sixty (60) calendar days will not be posted and instead will be offered to all part-time staff based on

seniority. Should this temporary vacancy be elsewhere than the Nurse's usual area of work, she will return to her usual area of work at the completion of the temporary vacancy provided the area of work still exists.

- 11.04 Vacancies of less than thirty (30) calendar days will not be posted and will be covered by the team where teams exist. In the event there are no teams, vacancies of less than thirty (30) calendar days will not be posted and instead will be offered to part-time staff on the basis of seniority in the site. Availability, skill and patient continuity may be considered.

Vacation time does not need to be posted.

- 11.05 In assessing applicants for vacancies or new positions, the following factors shall be considered:

- (a) skill, ability, experience and qualifications; and
- (b) seniority.

When factors in (a) are relatively equal, (b) shall govern. The Employer shall not administer this provision in an arbitrary fashion.

- 11.06 A Nurse may make written request for transfer to another region or area within the site. Requests for transfer will be maintained by the Employer. Any such request shall be considered as an application for any job postings in the requested area.

ARTICLE 12 – LEAVES OF ABSENCE

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

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

- 12.03 Leave for 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 annum and no more than two (2) Nurses from the site shall be absent from duty at any one time. During such leave of absence the Nurses' salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

- 12.04 Leave – ONA Provincial Board of Directors

A Nurse who is elected to the Board of Directors of the Ontario Nurses' Association, other than the office of President, shall be granted leave of absence without pay. Nurses shall continue to accrue seniority and service during such leave of absence. During such leave of absence, the Nurse's salary and applicable benefits shall be

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

12.05 Leave – ONA Provincial President

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

12.06 Employees Who Serve as Local Coordinators for the Ontario Nurses' Union

An employee who serves as Local Coordinator for the Ontario Nurses' Union shall be granted leave of absence without pay up to a total of thirty (30) days annually. During such leave of absence, the Nurse's salary and applicable benefits shall be maintained by the Employer, and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits. Leave of absence for Local Coordinators for the Ontario Nurses' Union will be separate from the Union leave provided in 12.03 above.

12.07 Secondment/Special Projects

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

12.08 Professional and Education Leave

Nurses may be granted leave(s) of absence with pay to attend workshops, seminars and short courses, which may be deemed beneficial to the Nurse's professional development especially as it relates to her responsibilities. Selection shall be made on an equitable basis from Nurses who make application to attend. Such leave is granted at the discretion of the Employer.

12.09 Jury/Witness Duty

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

12.10 (a) Bereavement Leave

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

(b) Compassionate Leave

Compassionate leave without loss of salary up to a maximum of three (3) working days in any one calendar year may be allowed at the discretion of the Nursing Supervisor for critical illness in the Nurse's immediate family.

12.11 Pregnancy/Parental Leave

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

- (a) The service requirement for eligibility for pregnancy/parental leave shall be thirteen (13) weeks.
- (b) The Nurse shall give written notification which shall include the expected date of return and a certificate from a legally qualified medical practitioner at least two (2) weeks in advance of the date of commencement of such leave. This notice will be waived in the event of pregnancy complications, premature birth or the sudden coming into care of an adopted child.
- (c) The Nurse has the right to return to her former position, if it still exists, or to a comparable position, if it does not.
- (d) Each Nurse/parent who has worked for the same Employer for thirteen (13) weeks shall be granted eighteen (18) weeks of unpaid parental 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 thirty-five (35) weeks after the child is born or comes into care.

- (e) A Nurse shall be permitted to commence her pregnancy leave at any time up to seventeen (17) weeks before the expected date of delivery.
- (f) A Nurse shall continue to accumulate seniority service rights and shall continue to participate in the pension plan and group benefits plan unless she elects in writing not to do so.
- (g) Parents shall be defined to include adoptive parents and a person in a relationship of some permanence with the natural or adoptive mother or father of the child and who intends to treat the child as his or her own.
- (h) A Nurse shall have the right to a personal leave of absence without pay to commence immediately following a parental/pregnancy/ adoption leave of absence, provided the sum of all such leaves of absence do not exceed twelve continuous months per pregnancy/ adoption.
- (i) Pregnant Employees may request to be transferred from their current duties if, in the professional opinion of the Employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant Employee, if she so requests, will be granted an unpaid leave of absence before commencement of the current contractual maternity leave.

12.12

Prepaid Leave

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

- (a) The plan is available to Nurses wishing to spread four (4) year's salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The Nurse must make written application to the Site Director or her Designate at least six (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of leave.
- (c) Written applications will be reviewed by the Site Director or her Designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority. A written approval or denial with explanation will be forwarded to the applicant within four (4) weeks of the application.
- (d) The number of Nurses that may be absent at any one time shall not exceed one (1) staff. The year for purposes of the program shall be September 1st of the year to August 31st of the following year or such other twelve (12) month period as may be agreed upon by the Nurse, the Local Association and the Employer.
- (e) During the four (4) years of salary deferral, 20% of the Nurse's gross earnings will be deducted and held for the Nurse and will not be accessible to her until the year of the leave or upon withdrawal from the plan.

- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the Nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the Nurse.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral and the Employee shall pay the required premiums. The Employee may apply for a continuance of benefits for the year of leave and must pay both portions through the site (i.e., Employer and Employee portions) during the year of leave. The continuance of benefits must be approved by the benefits carrier.
- (i) Participating Employees must continue to contribute to the pension plan based on their full salary (i.e., regular basic pay before the salary holdback) during the four (4) years of salary deferral. During the year of leave, the Employee's pension will be held in suspense, i.e., no contributions can be made.
- (j) Full-time Nurses will not be eligible to participate in the long term disability plan during the year of leave.
- (k) During the year of leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave.
- (l) A Nurse may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given to the Site Director or her Designate. Deferred salary, plus accrued interest, if any, will be returned to the Nurse, within a reasonable period of time.
- (m) If the Nurse terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the Nurse within a reasonable period of time. In case of the Nurse's death, the funds will be paid to the Nurse's Estate.
- (n) The Employer will endeavour to find a temporary replacement for the Nurse as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the Nurse as much notice as is reasonably possible. The Nurse will have the option of remaining in the plan and rearranging the leave at a mutually agreeable time or of withdrawing from the plan and having the deferred salary, plus accrued interest, if any, paid out to her within a reasonable period of time. In case of the Employee's death, the funds will be paid to the Employee's Estate.
- (o) The Nurse will be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.
- (p) Final approval for entry into the prepaid program will be subject to the Nurse entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the Nurse's pay. Such agreement will include:
 - i) A statement that the Nurse is entering the prepaid leave program in accordance with Article 12.11 of the Collective Agreement.

- ii) The period of salary deferral and the period for which the leave is requested.

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

ARTICLE 13 – EMPLOYEE FILES

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

ARTICLE 14 – HOURS OF WORK

- 14.01 The following provisions are intended to designate normal hours of work on a daily tour and normal hours of work over the nursing schedule and shall not be construed to be a guarantee of hours of work to be performed on each tour or during each work schedule. All provisions are subject to Article 15 on Caseload Management.
- (a) The normal daily tour shall average seven and one-half (7½) hours [four-hundred fifty (450) minutes or thirty (30) units inclusive of travel time], exclusive of unpaid breaks.
 - (b) The normal hours of work shall average 75 hours per two week period.
 - (c) Any Nurse may choose to flex the start time and length of tour to accommodate the needs of the caseload, providing the hours worked do not exceed the normal hours of work in a two week period.
 - (d) It is recommended that a Nurse schedule a rest period at the approximate midpoint of her tour.
- 14.02 Scheduling
- The following provisions shall apply to full-time and part-time Nurses:
- (a) The work schedule shall be posted four (4) weeks in advance and shall cover a four (4) week period. This schedule shall include weekend and standby assignments.

- (b) Any request for time off and/or standby assignments must be submitted in writing one (1) week in advance of the posting of the schedule. Requests after this time will be considered at the discretion of the Employer.
- (c) There shall be no split tours scheduled by the Employer, unless mutually agreed.
- (d) The approved posted schedule shall provide a minimum of 16 hours off between scheduled tours, unless mutually agreed.
- (e) A Nurse shall not be scheduled by the Employer to work more than seven consecutive tours, unless mutually agreed between the Employee and the Employer.
- (f) A Nurse's scheduled tours on a posted work schedule shall not be changed by the Employer to other tours (e.g., days to evenings) without twenty-four (24) hours notice. The Employer will not exercise this clause in an arbitrary manner.
- (g) A request for an exchange of tours set out in the posted time schedule must be submitted in writing and signed by the Nurses requesting the exchange. It is understood that such request for exchange shall not result in any premium payment and will not be unreasonably denied.
- (h) In scheduling nurses to be on standby, standby shall be assigned as equitably as possible amongst all nurses. Any dispute in this regard shall be forwarded to the Association Management Committee prior to resorting to the grievance procedure.

An employee shall not be scheduled for overnight standby in conjunction with her pre-approved vacation or employer scheduled days off. Full-time Nurses will not be scheduled to be on standby on the night shift more than four (4) shifts per month without mutual consent.

14.03

Weekend and Evening Duty

- (a) The normal hours of work for the evening visiting program shall have the majority of hours fall between 1530 hours to 2330 hours. If the caseload permits, the Nurse may flex her start and stop time.
- (b) The scheduling of nurses for weekend duty shall be on a rotational basis. Subject to changes in staff levels and caseloads, the Employer will schedule part-time nurses to work an average of one (1) weekend in three (3) and full-time nurses to work an average of one (1) weekend in four (4). Nurses may work more weekends by mutual agreement.
- (c) A weekend shall be defined as commencing 1630 hours Friday and ending at 0830 hours on Monday.
- (d) Where a full-time Nurse agrees to be scheduled to work on a weekend she will receive alternate days off on the schedule during that pay period.

14.04 Christmas/New Year's

A Nurse who works Christmas shall be scheduled to be off for at least four (4) consecutive days over New Year's and vice versa. Such days shall be provided through a combination of designated holidays and regularly scheduled days off, mutually agreed between the Employee and the Employer. Nurses can endeavour to arrange five (5) consecutive days off through the self-scheduling process where possible.

14.05 Cancellation Guidelines

- (a) In the event that work is not available for a scheduled Nurse, then that Nurse will have first consideration, based on seniority, for any extra work of up to equal length that may have arisen within her own team (such as sick leave replacement) within the same day.
- (b) A cancellation notice will be given personally to the Nurse where possible, but where the Nurse cannot be contacted, the notice will be placed on her voice mail or pager (where applicable) or left with the answering service.
- (c) Twelve (12) hours notice of cancellation initiated by the Employer shall be required to cancel any scheduled day tour, unless mutually agreed.
- (d) Three (3) hours notice of cancellation initiated by the Employer shall be required to cancel any scheduled evening or night tour, unless mutually agreed otherwise by the Employee and the Employer.

14.06 Fluctuations

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

14.07 Inclement Weather

- (a) If weather conditions preclude safe driving a Nurse may, with the concurrence of her Supervisor, not perform her scheduled field duties-for the period of inclement weather. The employer will pay Nurses time spent to contact clients and reschedule visits.
- (b) An Employee shall not lose salary or benefits in the case of extreme inclement weather if she is able to report for work prior to 12 noon on any given workday.

ARTICLE 15 – TEAM-SCHEDULING/CASELOAD MANAGEMENT

15.01 Caseload Management will be implemented using geographic teams.

15.02 Team-Scheduling Guidelines

Nurses will be scheduled according to the following guidelines:

- (a) A Nurse will normally work on a specific geographic team. Geographic teams will be established according to service districts as determined by the employer. To the extent that operational considerations allow, caseloads and daily work assignments will normally be scheduled within these geographic teams.
- (b) Once the team staffing schedule (which covers a one month period) is fully completed, it will be posted one month in advance.
- (c) In the event that additional work becomes available after the team schedule has been posted, the work shall be offered to part-time Nurses in descending order of seniority as applicable in each case;
 - i) part-time Nurses within the team who have been cancelled;
 - ii) part-time Nurses within any team who have been cancelled;
 - iii) non-scheduled part-time Nurses within a team who have indicated their availability;
 - iv) non-scheduled Nurses within any team who have indicated their availability;
 - v) casual Nurses.

15.03 Daily Assignment of Work:

- (a) Daily work assignments are the primary responsibility of the Client Service Representative (CSR) at the Corporate Planning Centre. If the primary nurse (the nurse assigned the specific caseload) recommends any caseload or assignment changes based on valid clinical reasons, she must review any proposed changes with the CSR. Any agreed changes will be implemented by the CSR.
- (b) The full-time Nurse(s) assigned to a team will have first priority for RN work assignment. In all cases where there is work which cannot be done by the primary Nurse, the work shall be assigned by the CSR to other Nurses in the following order:
 - (i) Another full-time primary Nurse within the team, who does not have sufficient work.
 - (ii) The most senior scheduled part-time Nurse, within the team in descending order of seniority.
 - (iii) The most senior scheduled part-time Nurse in the closest geographic team in descending order of seniority.
 - (iv) A casual Nurse shall be scheduled.

15.05 District Assignments

Where a reorganization or change of any or all current district assignments takes place, the Employer will meet with the Bargaining Unit President to discuss the reasons for the reorganization and the districts which will be changed during the reorganization or change. The new districts will be posted and all Bargaining Unit Nurses will choose a district on the basis of seniority. Once the district selection process has been completed, the Employer will post a revised district assignment list within seven (7) days and the new district assignment will be effective within seven (7) days of the new district assignment sheet being posted. It is understood and agreed that Nurses will be provided with appropriate 5office time during the transition period to transfer their caseload and provide a verbal report to the new district Nurse.

ARTICLE 16 – PAID HOLIDAYS

16.01 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	Remembrance Day
Float Holiday	Anniversary Day

Effective January 1, 2010, the following holidays will be recognized as paid holidays:

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

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

16.03 A full-time Nurse shall not be required to work any of the designated foregoing holidays, unless the holiday falls within or is adjacent to a weekend on which the Nurse is scheduled to work. In the event that a full time Nurse works on any of the foregoing designated holidays she shall be paid at the rate of one and one half times her regular straight time rate of pay for all hours worked on such holiday. In addition, she will receive an additional day off with pay.

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

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

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

- 16.07 Where a holiday falls during a full-time Nurse's scheduled vacation period, her vacation shall be extended by one day unless mutually agreed to schedule a different day off with pay. Where a holiday falls on a full-time Nurse's scheduled day off, an additional day off with pay will be scheduled.
- 16.08 A Nurse may accumulate up to two (2) lieu days which may be taken at her request, subject to service need, singularly or consecutively, or added to her vacation.

ARTICLE 17 – VACATIONS

- 17.01 A full-time Nurse shall be granted vacation with pay as follows:
- (a) less than one (1) year of full time continuous employment – one point two five (1.25) days per month of full time continuous employment;
 - (b) one (1) or more years but less than fifteen (15) years of full time continuous employment –four (4) weeks;
 - (c) fifteen (15) or more years but less than twenty-five (25) years of full-time continuous employment – five (5) weeks;
 - (d) twenty-five (25) or more years of full-time continuous employment – six (6) weeks.
- 17.02 For the purpose of vacation entitlement, service for those Nurses whose status is changed from part-time to full-time or vice versa shall mean the combined service as a part-time and full-time Nurse accumulated on a continuous basis. For the purpose of this article, fifteen hundred (1500) hours of part-time service shall equal one (1) year of full-time service.
- 17.03 When a Nurse's employment is terminated by the Employer for any reason, full payment for vacation earned, but not taken, will form part of such Nurse's termination. If vacation has been received by the Nurse over and above the vacation she is entitled to pursuant to the terms of this Agreement, there shall be deducted from the salary of the Nurse or refunded to the Employer by the Nurse an equal amount equivalent to the pay for vacation received without entitlement.
- 17.04 Requests for prime time summer vacation (July and August) shall be submitted in writing by April 1st. The Employer will post the final vacation list by May 1st. All other vacation requests shall be submitted in writing at least one (1) month in advance, and the Employer shall reply to the request within one (1) week.
- 17.05 Vacation Scheduling:
- (a) The vacation quota shall not be unduly restrictive and shall only include members of the bargaining unit.
 - (b) In the event of conflict, seniority shall govern with respect to scheduling of vacations.
 - (c) A week of vacation shall be defined as seven (7) consecutive calendar days which includes five (5) vacation days and two (2) days off.

- (d) Vacation may commence on any day of the week.
- (e) Weekends prior to and following scheduled vacation will be scheduled off.
- (f) Single vacation days may be granted as long as the Nurse provides three (3) working days' notice and subject to operational requirements.
- (g) Where an Employee's scheduled vacation is interrupted due to hospitalization/serious illness which commenced prior to and continues into scheduled vacation period, the period of such illness may be considered sick leave. The portion of the Employee's vacation which is deemed to be sick leave under this provision will not be counted against the Employee's vacation credits.
- (h) Where a full-time Nurse's scheduled vacation is interrupted due to a bereavement, the Nurse shall be entitled to bereavement leave. The portion of the Employee's vacation which is deemed to be bereavement leave under this provision will not be counted against the Employee's vacation credits.
- (i) A Nurse may not change her authorized vacation time without a written request from the Nurse and the prior approval of the Employer.
- (j) The winter school break vacation shall be rotated among interested Nurses.
- (k) The parties agree that annual vacation is intended to be taken in total each year. Where a Nurse is unable to take her entire vacation entitlement, it shall be paid out at the fiscal year end.
- (l) Vacation may not be carried over from one (1) fiscal year to the next, except that a maximum of five (5) days may be carried over, with the written permission of the Site Director or her Designate.

ARTICLE 18 – SICK LEAVE

- 18.01 Full-time Nurses will accumulate sick leave on the basis of one and one half (1½) working days for each month of service up to a maximum of one hundred and twenty (120) days.
- 18.02
 - (a) Sick leave credits will continue to accrue for all Nurses during such time as the Nurse may be absent on sick leave. Designated holidays and regular days off shall not form part of the illness period.
 - (b) When a Nurse is ill she shall receive her regular pay from these credits.
- 18.03 A Nurse shall be entitled to an annual statement of her sick leave credit. This statement shall be given to the Nurse on or before the end of April of each year of her employment.
- 18.04 If a physician's certificate is requested, the Employer shall pay any fee for such certificate which is not payable by the Nurses' health insurance plan.
- 18.05 Where applicable, a Nurse who transfers from full-time to part-time status may have her unused sick leave credits restored to her, should she rejoin the full-time staff without a break in service.

- 18.06 Time off for medical and dental appointments may be granted at the discretion of the Site Director or Designate and will be charged against the Nurse's sick leave accumulation credits. Requests for such appointments will be submitted in writing as soon as practical. Such leave will not be unreasonably withheld.

ARTICLE 19 – PENSION AND GROUP BENEFITS

Employees currently participating in the VON Canada Status Quo Group Benefit Plans will be transitioned to the VON Canada Flex Group Benefit Plans effective the date of ratification of the Collective Agreement. All eligible employees will join the Flex plan no later than April 1, 2007.

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

- (a) All full-time Nurses who are presently enrolled in the Employer's pension plan shall maintain their 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 VON Canada Pension Plan.

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

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

- (a) one hundred percent (100%) of the billed premium toward the coverage of eligible Nurses in the active employ of VON under the Ontario Health Insurance Plan through the Employer Health Tax.
- (b) Life Insurance
 - i) one hundred percent (100%) of the billed premium toward coverage of eligible employees in the active employ of the Employer for a group life insurance plan as provided under the VON Canada Flex Group Benefits Plan.
 - ii) A Nurse may elect to purchase additional voluntary life insurance and accidental death and dismemberment insurance in accordance with the terms of the plan.
- (c) Extended Health

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

(d) Dental Plan

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

(e) Long-term Disability

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

- 19.03 The Employer may substitute another carrier for any of the foregoing plans or amend the plan design, provided that consultation occurs between the Union and the Employer and that levels of benefits conferred thereby are comparable. The Employer will advise the Association of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.
- 19.04 The Employer shall provide each Nurse with information booklets outlining the current provisions in the insured benefit plans set out above. Upon request, the Employer will make the plans available to the Association for inspection.

ARTICLE 20 – SKILLS DEVELOPMENT AND TRAINING

- 20.01 The Employer and the Association recognize their joint responsibility and commitment to provide and participate in the professional development of staff.
- 20.02 In recognition of the importance of Employees continuing professional development, the Employer will give special consideration to requests for special work arrangements to allow Employees to pursue educational opportunities.
- 20.03 The parties may also attempt to negotiate with local educational institutions to provide specific courses and/or discounts to meet educational needs of Nurses.
- 20.04 Nurses with special skills or training will be identified as peer resource person and Nurses will be encouraged to make use of these resource persons.
- 20.05 Where there is a requirement for needed and new skills to be implemented, the initial training will be offered first to the full-time Nurses and secondly the part-time, in order of seniority within each team, with the goal of covering the site area where the skill is required.
- 20.06 The Employer will cover the total cost of the initial training for needed and new 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 Employee. (E.g., Employer covers the cost of the trainer, location, and supplies, and the Employee attends on her own time.)
- 20.07 It is expected that following initial training for needed and required skills, the Nurse will have the responsibility for maintaining ongoing competence, by utilizing her skills in the workplace or attending in-services.

20.08 Technological Change

When the Employer introduces new equipment, all staff shall receive training and ongoing education in order to optimize maximum efficiency with the new equipment. Where computers are introduced into the workplace and Nurses are required to utilize those computers in the course of their duties, the Employer agrees that necessary computer training will be provided at no cost to the Nurses involved.

ARTICLE 21 – MISCELLANEOUS

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

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

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

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

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

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

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

21.08 Moving from one Site to another Site

A Nurse who is hired by the VON Chatham-Kent Site within six months of leaving the employ of another Site of the Order shall be credited with her years of service with the other site for vacation entitlement and placement on the wage grid.

21.09 Within one (1) month following a nurse's termination of employment, the Employer will provide the employee with a letter detailing years of experience in the site. In the case of part-time employees such experience shall be expressed as hours worked.

ARTICLE 22 – OVERTIME AND PREMIUM PAYMENTS

22.01 (a) All time worked in excess of a seventy-five (75) hour fortnight shall be considered overtime. Overtime shall be subject to the following conditions:

- i) Any work assigned by the Employer to a part-time Nurse in excess of seven and one half (7½) hours or four-hundred fifty (450) minutes or thirty (30) units per tour will be considered overtime subject to premium payment.
 - ii) Notwithstanding the above, given the ability to flex start and finish times and length of work day according to client/ caseload needs, Nurses may choose to work longer than seven and one half (7½) hours or four-hundred fifty (450) minutes or thirty (30) units per tour. Such choice shall not be considered overtime.
 - iii) Time up to and including fifteen (15) minutes shall not be counted.
 - iv) All overtime hours shall be pre or post-authorized by the Nurses' immediate Supervisor or her designate. Nurses will request pre-authorized overtime where feasible. Also where feasible, the Employer may reschedule some of the day's caseload to other Nurses or to other days so as to avoid overtime.
- (b) Where a Nurse works overtime as set out above, the Nurse shall be paid either one and one-half (1½) times the Nurse's regular straight time hourly rate for the overtime worked, or compensatory time off (where applicable) at one and one-half (1½) times in lieu. At the beginning of each fiscal year the Nurse will indicate in writing her choice of compensation for overtime worked or time off in lieu of payment. Overtime premium shall not be duplicated for the same hours worked, nor shall overtime be pyramided with any other premiums payable.

22.02 A Nurse shall be paid double her regular straight time hourly rate for all hours worked in excess of seven and one-half (7½) hours on any tour for which she receives time and one-half (1½) her regular straight time hourly rate.

22.03 Call-in/Call-back

- (a) A Nurse on Standby who is called into work from standby shall be granted payment or compensating time off with a minimum entitlement of two (2) hours at straight time in addition to standby pay.
- (b) Nurses who are not on Standby, but who are called back to work after completion of their shift shall receive for all time worked during such visits, payment or compensating time off at the rate of time and one half (1½) with a minimum entitlement of two (2) hours at straight time.
- (c) The parties agree that business is commenced as it relates to telephone calls during standby as follows:
 - i) The Employer will pay for all time spent on telephone calls by a Nurse on standby that requires documentation of service, actions taken and advice given which exceeds forty-five (45) minutes accumulated on any shift, at the Nurse's straight time hourly rate.
 - ii) Such telephone calls will not be considered call-in or call-back nor be used to calculate hours of work earned toward overtime in the day/pay-period.

- iii) The parties agree that a Nurse shall not initiate telephone calls with clients during standby duty where such telephone calls can be made outside standby duty without compromising patient care.

22.04 Standby/On Call

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

22.05 Shift Premium

When a nurse is assigned to work on the evening or night tours, she shall be paid a premium of seventy cents (\$0.70) per hour for all hours worked where the majority of the hours worked fall between 1530 hours and 2330 hours. This increase in shift premium will become effective the date of ratification.

22.06 Responsibility Pay

Whenever a Nurse is designated to be "in-charge", she shall be paid a responsibility allowance of sixty cents (60¢) per hour for all hours worked while so designated.

22.07 Reporting Pay

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

22.08 Weekend Premium

Where a Nurse is assigned to work on a weekend, she shall be paid a premium for all hours worked between 2400 hours Friday and 2400 hours Sunday.

Effective the date of ratification, the weekend premium will be seventy five cents (75¢) per hour.

The weekend premium is not payable for hours for which the Nurse is being paid at a premium rate, nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement.

22.09 Mentorship Pay for the New Graduate Supernumerary Program

As per the Letter of Understanding regarding the Government New Graduate Program the employer agrees to pay a mentorship premium of (\$.60) cents per hour for any member who assists the New Graduate while in the supernumerary position.

ARTICLE 23 – TRANSPORTATION ALLOWANCE

23.01 Effective April 1, 2008, the mileage rate will be thirty-six cents (\$0.36) per kilometre.

Mileage counts will begin on:

- (a) arrival at the first client, or
- (b) arrival at the office, or
- (c) after driving 15 kilometres from the Nurse's home, if working out of town.

Mileage clocking ends at:

- (a) last visit, or
- (b) office, or
- (c) 15 kilometres from the Nurse's home, if working out of town.

Effective date of ratification the mileage rate will be thirty seven cents (\$0.37) per kilometre.

Effective April 1, 2010, the mileage rate will be thirty eight cents (\$0.38) per kilometer.

- 23.02 Nurses will not be required to drive students or new hires in their cars during any period of preceptorship or orientation.

ARTICLE 24 – COMPENSATION

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

- 24.02 A Graduate Nurse in the employ of the Employer, upon presenting proof of current Certificate of Registration 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 Site Director or her Designate, or to the date of last hire, whichever is later.

- 24.03 Previous Experience Credit

For the purposes of initial placement of a newly hired full-time or part-time Nurse on the wage grid, such Nurse shall make a claim in writing for recognition of recent related visiting nursing experience, recent related hospital nursing experience and recent related long term care nursing experience at the time of application for employment. The Nurse shall cooperate with the Employer by providing verification of such previous experience in writing from previous Employers during the probationary period. No credit shall be given where the Nurse has not been actively nursing within the immediately preceding last three years. The Employer shall assess the applicability of the previous experience during the Nurse's probationary period and shall place the Nurse at an appropriate level on the wage grid to be effective upon completion of the probationary period. Such placement shall be based on one (1) increment for each year of service to the maximum level of the grid.

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

- 24.05 When a new classification within the Bargaining Unit is established by the Employer, or the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new

classification, or where a Nurse alleges she has been improperly classified, the Employer shall advise the Association of such new or changed classification and the rate of pay established. If requested, the Employer agrees to meet with the Association to review the appropriate rate of pay, providing any such meeting shall not delay the implementation of the new classification. Where the Association challenges the rate of pay established by the Employer and the matter is not resolved following any meeting with the Association, a grievance may be filed at Step 1 of the grievance procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the grievance procedure, it may be referred to arbitration.

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

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

24.07 Registered Nurses who are engaged from the non-Bargaining Unit part-time staff for the replacement of full-time Nurses absent due to illness, injury, maternity leave or other approved leave of absence expected to last two (2) or more continuous months will be considered temporary Employee within the ONA Bargaining Unit.

These temporary Employees shall be assigned at the discretion of the Employer and the commencement and/or termination of the engagement shall not be the subject of any grievance.

These temporary Employees will be covered by the Collective Agreement for the duration of their temporary assignment except that the following provisions shall not apply to them:

- Article 10;
- Article 16 (until service of one month within the ONA Bargaining Unit);
- Article 17;
- Article 18;
- Article 19.

It is expected that a temporary assignment would last no more than 12 months with the option of renewal for a further 12 months term if agreed between the parties. In the event that a temporary Employee is engaged beyond the 12 months, or the extended 12 month agreed upon term, then the Employee shall become a full-time Bargaining Unit Employee and her seniority would date back in accordance with Article 10.01 of the Collective Agreement.

The Union shall receive a copy of the contract of engagement between the Employer and the temporary replacement Employee.

ARTICLE 25 – PROFESSIONAL RESPONSIBILITY

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

Association Management Committee shall convene a meeting of the Association Management Committee within ten (10) calendar days of the referral. The Committee shall discuss and attempt to resolve the matter to the satisfaction of both parties.


ARTICLE 26 – DURATION

- 26.01 This Agreement shall continue in effect until March 31, 2011 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.
- 26.02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.
- 26.03 All terms of the Collective Agreement shall become effective upon date of ratification by both parties to the Agreement unless specifically stated otherwise in the Agreement. Salary rates shall be effective on the dates and in the amounts stipulated in Appendix A.


SIGNING PAGE


DATED at Chatham, Ontario, this 18th day of September, 2009.

FOR THE EMPLOYER:



FOR THE UNION:



Labour Relations Officer


APPENDIX A**SALARY SCHEDULE**

Level	Effective April 1, 2009	Effective April 1, 2010
Level 1	23.78	24.25
Level 2	24.28	24.76
Level 3	24.77	25.26
Level 4	25.26	25.76
Level 5	26.41	26.94
Level 6	27.89	28.44
Level 7	29.44	30.03
Level 8	30.95	31.57
Level 9	32.39	33.03
Level 10	34.15	34.83

RETROACTIVE WAGE INCREASES WILL BE PAID NO LATER THAN TWO FULL PAY PERIODS FOLLOWING RATIFICATION BY THE UNION

APPENDIX B**CONDITIONS OF EMPLOYMENT**
PERMANENT PART-TIME NURSES

All provisions of the Collective Agreement apply to permanent part-time Nurses unless expressly amended as follows:

1. Seniority for permanent part-time Nurses will be calculated as per Article 10.01 of the Collective Agreement.
2. The regular hours of work for permanent part-time Nurses shall average a minimum of forty-eight (48) hours per biweekly period. The normal daily hours of work shall be as per the Collective Agreement.
3. Permanent part-time Nurses will be entitled to eight percent (8%) of their regular straight time hourly earnings each pay period in lieu of the paid holidays, sick leave and pension and group benefits provisions contained in the Collective Agreement.

Permanent part-time Nurses who are eligible for and join the Pension Plan shall have their percentage in lieu reduced by 2%.

Permanent part-time Nurses who are eligible for and join the employer's benefit plan shall have their percentage in lieu reduced by 2%.

4. Permanent part-time Nurses will be entitled to vacation pay as a percentage equivalent of the full time vacation entitlement based on service of their regular straight time hourly earnings each pay period in lieu of paid vacation under Article 17 of the Collective Agreement.
 - (a) less than 1500 hours continuous employment – 6% in lieu;
 - (b) 1500 hours or more years but less than 22500 hours of continuous employment – 8% in lieu;
 - (c) 22500 hours or more years but less than 37500 hours of continuous employment – 10% in lieu;
 - (d) 37500 or more hours of continuous employment – 12% in lieu.
5. All overtime and premium payments contained in Article 22 of the Collective Agreement will be applicable to permanent part-time Nurses.
6. All mileage provisions contained in Article 23 of the Collective Agreement will be applicable to permanent part-time Nurses.
7. Permanent part-time Nurses will be compensated based on the hourly wage rates set out in Appendix A of the Collective Agreement.

LETTER OF UNDERSTANDING

BETWEEN:

**VICTORIAN ORDER OF NURSES
CHATHAM-KENT ONTARIO SITE**
(Hereinafter referred to as "the Employer")

AND:


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

RE: JOB SECURITY

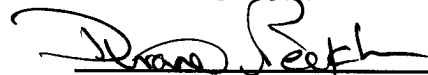
The parties agree that there shall be no layoffs for full-time Nurses during the life of this Collective Agreement, unless a site is closed or there is insufficient Nurse volume/caseload for the site to handle with the number of full-time Nurses at the site.


DATED at Chatham, Ontario, this 18th day of September, 2009.

FOR THE EMPLOYER:



FOR THE UNION:



Labour Relations Officer


LETTER OF UNDERSTANDING

BETWEEN:

**VICTORIAN ORDER OF NURSES
CHATHAM-KENT ONTARIO SITE**
(Hereinafter referred to as "the Employer")

AND:


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

RE: UNIFORMS

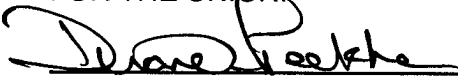
It is recognized by the Employer that there are no uniform requirements in effect and it is expected that the Nurses will continue to dress in a manner that is appropriate to the working environment and in keeping with the professional aspects of the job.


DATED at Chatham, Ontario, this 18th day of September, 2009.

FOR THE EMPLOYER:



FOR THE UNION:



Labour Relations Officer


LETTER OF UNDERSTANDING

BETWEEN:

**VICTORIAN ORDER OF NURSES
CHATHAM-KENT ONTARIO SITE**
(Hereinafter referred to as "the Employer")

AND:

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

RE: NEW GRADUATE


The Employer recognizes that there is a special relationship between the Registered Nurses and the new graduate under the New Graduate initiative. The Employer will work closely with the Registered Nurse/ new graduate pair to facilitate successful outcomes for the pair.

Where the Employer introduces supernumerary positions to new graduates in the Visiting Nursing Program the following will apply:

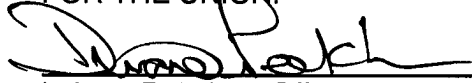
- i) Only so many positions will be created as are covered by funding for supernumerary positions;
- ii) Newly graduated nurses are defined as those nurses who have graduated from a nursing program or refresher program within the last year;
- iii) The Employer will formally advise the Association of the number of supernumerary nurses assigned to the Visiting Nursing Program.
- iv) Such positions will not be subject to internal postings or request for transfer processes outlined in Article 10.07;
- v) Such nurses will be full-time and covered by the full-time collective agreement;
- vi) If the nurse has not successfully posted into a permanent position by the end of the supernumerary appointment, she will be reclassified to part-time and this will not be considered a lay-off;
- vii) The Employer bears the onus of demonstrating that such positions are supernumerary;

DATED at Chatham, Ontario, this 18th day of September, 2009.

FOR THE EMPLOYER:



FOR THE UNION:



 Labour Relations Officer
