

**COLLECTIVE AGREEMENT**

Between:

**VICTORIAN ORDER OF NURSES, TORONTO-YORK REGION BRANCH**  
(Hereinafter called the "Employer")

And:

**ONTARIO NURSES' ASSOCIATION**  
(Hereinafter called the "Union")

**Expiry Date: March 31, 2010**

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## **ARTICLE 1 – PURPOSE**

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and the Association and to provide a means for the prompt settlement of disputes. Salaries and hours of work and other conditions of employment are mutually established by this Collective Agreement. It is recognized that nurses wish to work co-operatively with the Employer to provide the best possible community health services.

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Employer recognizes the Association as the bargaining agent for all registered nurses engaged in a nursing capacity by Victorian Order of Nurses, Toronto-York Region Branch in *Metropolitan Toronto and York Region*, save and except Supervisors and persons above the rank of Supervisor.
- 2.02 The branch shall assign work, duties, and responsibilities in accordance with the *Regulated Health Professions Act*, 1991, S.O. 1991, c.18 and the guidelines established by the College of Nurses of Ontario

## **ARTICLE 3 - MANAGEMENT FUNCTION**

- 3.01 The Employer retains the rights of Management save insofar as they are modified by this Agreement. Without limiting the generality of the foregoing, the Employer retains the sole right to:
- (a) Direct the nurses, assign work, hire, discharge, classify, promote, demote, transfer, layoff, suspend and otherwise discipline a nurse for cause. A claim that a nurse has been improperly classified or has been demoted, discharged, suspended or otherwise disciplined, without just cause, may be the subject of a grievance.
  - (b) Determine the methods, schedules, procedures, programs, locations, equipment, means of transportation while on duty, areas in which the nurses work, numbers of nurses and staff requirements.
- 3.02 The above rights shall not be exercised in a manner inconsistent with the provisions of the Collective Agreement.

## **ARTICLE 4 - DEFINITIONS**

- 4.01 The following definitions shall be applied to this Agreement:
- (a) A registered nurse is a person who is registered by the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act*.
  - (b) A “full-time” nurse shall mean a nurse who is employed on a permanent basis and is to regularly work the standard thirty-seven and one-half (37.5) hours per week.

- (c) A part-time nurse is one who is employed to work for less than the standard hours per week as specified in this Collective Agreement on a predetermined basis.
- (d) A casual nurse is a nurse who is employed on a relief basis. A casual nurse does not make any commitment to be available and may decline work that is offered.
- (e) A shift nurse is a registered nurse who provides nursing care to a single client for more than three hours at a time. A shift nurse may also work in a clinic.
- (f) A temporary nurse is a nurse hired on a term basis or to replace nurses on leaves of absence, including pregnancy and adoption leave, for a fixed period of time. The temporary position shall be posted in accordance with Article 10 of this agreement. If the temporary position is filled by a nurse currently employed with the Employer, then at the conclusion of the fixed term, she shall return to her former position. A nurse hired on this basis shall be deemed to be in the bargaining unit. The parties agree that such a temporary nurse shall have no claim to the position which is being temporarily filled beyond twelve (12) months unless mutually agreed between the Employer and the Association.

The temporary nurse who is a new hire shall be covered by all the terms of the Collective Agreement, except that she shall have no right to retain her fixed term job. At the conclusion of the fixed term job this nurse shall not be able to displace any nurse that was hired during her term. If this nurse, however, is hired as a fulltime or a part-time nurse during her fixed term, then the time worked shall be considered part of her probationary period for the full-time or part-time position. The nurse who is a new hire will receive percentage in lieu of benefits while in the temporary position.

If a temporary position is renewed or continued beyond the fixed term, the position shall be reviewed to determine if it should be posted under Article 10.05 (a) of the Collective Agreement.

## **ARTICLE 5 - DISCRIMINATION**

- 5.01 The Employer and the Association agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any nurse because of her membership or non-membership in the Association or activity or lack of activity on behalf of the Association or by reason of exercising her rights under the Collective Agreement.
- 5.02 The Association agrees that there will be no Association activity, solicitation for membership, or collection of Association dues on Employer premises or during working hours except with the written permission of the Employer or as specifically provided for in this Agreement.
- 5.03 It is agreed that there will be no discrimination by either party or by any other employees on the basis of race, ancestry, place of origin, colour, ethnic origin,

citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status or handicap.

- 5.04 (a) "Harassment" means engaging in a course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome.
- (b) Every person who is an Employee has a right to freedom from harassment in the workplace by the Employer or agent of the Employer or by another Employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status or handicap.
- (c) Every person who is an Employee has the right to freedom from harassment in the workplace because of sex by his or her Employer or agent of the Employer or by another Employee.

The Association and the Employer agree to abide by the *Ontario Human Rights Code*. Grievances under this clause will be handled with all possible confidentiality and dispatch.

#### **ARTICLE 6 - NO STRIKE, NO LOCKOUT**

- 6.01 The Association agrees that there shall be no strike and the Employer agrees that there shall be no lockouts so long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them 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 the Association.
- 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 amount of the regular monthly dues shall be those authorized by the Association and the Provincial Secretary-Treasurer of the Association shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deduction specified.
- 7.04 In consideration of the deducting and forwarding of Association dues by the Employer, the Association agrees to indemnify and save harmless the Employer against any claims for liabilities arising or resulting from the operation of this Article.
- 7.05 The amounts deducted under this Article shall be remitted monthly to the Provincial Secretary-Treasurer. In remitting such dues, the Employer shall provide a list of nurses from whom deductions were made, including their social insurance numbers.

7.06 The Employer agrees that an officer of the Association or a Nurse Representative shall be allowed a reasonable period not to exceed fifteen (15) minutes during regular working hours to interview newly employed nurses during their probationary period. During such interview, membership forms may be provided to the nurse. These interviews shall be scheduled in advance, at the start of the day, by the Employer and may be arranged collectively.

The Nurse Representative shall incorporate this time into her normal daily activities.

7.07 A copy of this Collective Agreement shall be issued by the Employer to each nurse in the employ of the Employer and to each nurse employed during the term of this Agreement and thereafter within six (6) weeks of the signing of the Collective Agreement. The cost of preparing such copies shall be borne equally by the Employer and the Association.

### **ARTICLE 8 - ASSOCIATION REPRESENTATION**

8.01 The Employer will recognize an Association Management Committee consisting of two (2) Nurse Representatives, appointed by the Association, and the Local President, and three (3) Employer Representatives. The purpose of this Committee shall be to discuss matters of mutual concern relating to the Employer nursing. Meetings shall be held at the request of either party. A written agenda will be submitted by the party requesting the meeting and will list matters which are to be discussed. The agenda will be submitted to the other party at least one (1) week in advance.

8.02 The Employer will recognize a Negotiating Committee composed of three (3) Association members for the purpose of meeting with the Employer to negotiate the renewal of the Agreement. The Association will provide the names of the Negotiating Committee at least one (1) week prior to the start of negotiations.

8.03 The Employer will recognize a Grievance Committee of three (3) Association members whose function will be to dispose of any grievance brought before it under Article 9 of this Agreement.

#### **8.04 Occupational Health & Safety Committee**

The Employer will recognize on its Occupational Health and Safety Committee two (2) Nurse Representatives appointed by the Association.

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

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

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

- 8.05 The Employer will pay members of committees at their respective salaries for all scheduled working hours spent by nurses at meetings with the Employer up to but not including conciliation.
- 8.06 The Association shall keep the Employer notified in writing of the names of the nurse representatives, Committee members and Officers of the Local Association appointed or elected under this Article as well as the effective date of their respective appointments.
- 8.07 All references to Nurse Representatives, Committee members and Officers in this Agreement shall be deemed to mean Nurse Representatives, Committee members or Officers of the Local Association employed by the Employer.
- 8.08 The nurse may elect to have a Union Representative at a meeting requested by a Manager which is exploratory in nature or fact finding. The nurse will be informed of the nature of the meeting and the Association will be given as much advance notice as possible.

#### **ARTICLE 9 - GRIEVANCE PROCEDURE**

- 9.01 The Employer and the Association agree it is important to adjust complaints and grievances as quickly as possible. It is understood that a nurse has no grievance until she has first discussed her complaint with her immediate supervisor without the matter being resolved.
- 9.02 In computing the days for taking any action or giving any notice, Saturdays, Sundays or holidays shall not be counted. A formal grievance shall be one having to do with the interpretation or alleged violation of this Agreement. All grievances shall be in writing and contain a statement of facts giving rise to the grievance, the redress sought, and indication of the Article(s) of this Agreement on which the grievance is based. A formal grievance must be filed within ten (10) days of the circumstances giving rise to the grievance.
- 9.03 At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, or at any time a nurse is being investigated, a nurse is entitled to be represented by her or his Union Representative. In the case of suspension or discharge, the Employer shall notify the nurse of this right in advance. The nurse will be informed of the nature of the meeting and the Association will be given as much advance notice as possible.
- The Employer agrees to provide written reasons within seven (7) calendar days to the affected nurse in the case of discharge or suspension and further agrees that it will not suspend, discharge or otherwise discipline a nurse who has completed her or his probationary period, without just cause.
- 9.04 The following shall be the procedure in handling and processing nurse grievances submitted by the nurse.
- (a) A complaint that has been discussed with the employee's immediate supervisor and has not been resolved may be submitted in writing to the Executive Director, or designate.

- (b) Once a grievance is initiated, the parties shall have a period, not to exceed forty (40) calendar days, during which to hold meetings as necessary to discuss the issue and attempt to arrive at a resolution. The Association's Labour Relations Officer is entitled to attend such meetings at the request of either party.
- (c) If, after the end of such forty (40) calendar day period, the issue has not been resolved either party may inform the other party within fourteen (14) calendar days of its intent to forward the matter to arbitration. Such notice shall contain the name of the first party's appointee to an Arbitration Board. Where such written notice is post-marked within twelve (12) calendar days after the above forty (40) calendar day period, it will be deemed to have been received within the time limits. The recipient of the notice shall, within ten (10) calendar days, inform the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall within ten (10) calendar days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint a nominee, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The nominees shall agree on the selection of a Chair.
- (d) Notwithstanding (a) above, either party can notify the other that it does not feel the grievance can be resolved directly between the parties and that it intends to refer the grievance to arbitration in which case such notice to arbitrate will not be considered premature. Notwithstanding the notice to arbitrate, should the other party request a meeting, the first party will agree to attend such meeting to be scheduled as soon as possible.

9.05 In the event a nurse other than a probationary nurse is discharged and it is considered that an injustice has been done, the matter may be submitted as a grievance to the Executive Director, or designate, no later than five (5) days of discharge.

9.06 A grievance arising directly between the Employer and the Association concerning the interpretation, application, administration or alleged violation of this agreement shall be submitted in writing to the Executive Director, or designate, within ten (10) days following the circumstances giving rise to the grievance. It is expressly understood however, that the provisions of this Article may not be used with respect to a grievance directly affecting a nurse or nurses which such nurse(s) could have themselves instituted and the regular grievance procedure shall not be thereby bypassed.

Note: Any of the time allowances may be extended by mutual agreement between the parties in writing.

9.07 Where a number of nurses have identical grievances and each nurse would be entitled to grieve separately they may present a group grievance in writing signed by each nurse who is grieving to the Executive Director, or designate within ten (10) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the nurse(s).

9.08 The Arbitration Board shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any new provisions in lieu thereof, or to

give any decision contrary to the express intent or terms and conditions of this Agreement, or in any way modify, add to or detract from any provision of this Agreement. Each of the parties to this Agreement will pay the fees and disbursements of its appointee to the Arbitration Board, and will share equally the fees and disbursements of the chair.

- 9.09 Notwithstanding any other provisions of this Agreement, grievances may be settled by confirming the Employer's action or by any other arrangement which is just and equitable in the opinion of the parties or the Arbitration Board.
- 9.10 Wherever "Arbitration Board" is referred to in this Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall apply accordingly.

### **ARTICLE 10 – SENIORITY AND JOB SECURITY**

- 10.01 A newly employed full-time nurse shall be considered a probationary nurse until she has completed three (3) months of continuous employment. A part-time nurse shall be considered a probationary nurse until she has completed four hundred and fifty (450) hours of service. With the written consent of the nurse, Labour Relations Officer and the Branch Executive Director or designate, the probationary period may be extended for a further three (3) months for a full-time nurse, and a further two hundred and twenty five (225) nursing hours for a part-time nurse. If accepted for permanent employment, her seniority shall commence from the date of her employment.
- 10.02 A seniority list shall be maintained for all nurses covered by this Agreement who have completed their probationary period. A copy of the Seniority List shall be filed with the President of the Local Association, or her designate, and posted in April and October of each year. There shall be separate seniority lists for full-time and part-time nurses. Full-time seniority will be accrued from date of hire subject to Article 10.03. Part-time seniority will be based on the number of hours worked.
- 10.03 A nurse who changes status shall retain her seniority. A nurse whose status is changed from full-time to part-time shall receive credit for her full seniority on the basis of 1500 hours worked for each year of full-time seniority. A nurse whose status is changed from part-time to full-time shall receive credit for her full seniority on the basis of one year of seniority for each 1500 hours worked. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.
- 10.04 (a) Seniority shall be retained and accumulated when a nurse is absent from work under the following circumstances:
- (i) on an approved leave of absence with pay;
  - (ii) on an approved leave of absence without pay of sixty (60) continuous calendar days or less;
  - (iii) when in receipt of paid sick leave, LTD or EI sick benefits;

- (iv) When in receipt of WSIB benefits for any injury sustained while in the employ of the Employer; or
  - (v) When on pregnancy/parental leave in accordance with the *Employment Standards Act*.
- (b) Seniority shall be retained but not accumulated when a nurse is absent from work under the following circumstances:
- (i) approved leave of absence without pay of more than sixty (60) continuous calendar days;
  - (ii) when absent due to illness or disability for a period of one (1) year after her sick leave, LTD or EI sick benefits have been exhausted;
  - (iii) for a period of two (2) years after layoff due to reduction of required nursing staff;
  - (iv) when in receipt of WSIB benefits under circumstances other than those mentioned in 10.04 (a) (iv).
- (c) Seniority shall be lost and the nurse's employment terminated when he/she is absent from work under the following circumstances:
- (i) resignation;
  - (ii) discharged for just cause and such discharge is not reversed through the Grievance or Arbitration procedures;
  - (iii) failure to report for duty as scheduled and does not report as sick or offer reasonable explanation for the absence within three (3) days of his/her failure to report.
  - (iv) for a period of two (2) years after layoff, if he/she has not been recalled.
  - (v) failure, upon being notified of a recall, to signify her intention to return within five (5) days after she has received her notice of recall mailed by registered mail to her last known address according to the records of the Employer and fails to report to work at such time as has been mutually agreed upon by the parties unless there is an explanation satisfactory to the Employer;
  - (vi) when absent due to illness or disability for a period of two (2) years after her sick leave, LTD or EI sick benefits have been exhausted.

## 10.05

Job Postings

- (a) Where a vacancy or new position occurs in a classification in the bargaining unit, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Nurses may make a written application for the vacancy during the posted period. The name of the successful applicant shall be posted and a copy of the posting shall be provided to the local Association.

A vacancy shall be announced by the employer via the voice mail system as well as being posted on the appropriate notice board.

Nurses are hired to work anywhere within the geographic area serviced by the Branch. Notwithstanding this, the Employer will make every effort to assign nurses to work in the primary area to which they were assigned at the time of hire. A nurse may make a written request to change her primary area within the branch. Requests to change a primary area will be maintained by the Employer for a calendar year (a calendar year = January 1st to December 31st). Any such request shall be considered as an application for any job postings in the requested area. The nurse will verify that her application has been received.

- (b) When the Employer realigns existing geographic boundaries, affecting the primary areas of nurses, nurses who are required to change their primary area may accept assignment to another primary area or bump the most junior nurse within another primary area.
- (c) Nurses shall be selected for positions under 10.05 (a) on the basis of skill, ability, experience and qualifications. Where these factors are equal amongst the nurses concerned, seniority shall govern.
- (d) If realignment of core staffing within a primary area is required, transfer out of an area will be done by area seniority. Nurses displaced from their primary area may bump the most junior nurse within another primary area:
  - i) immediately if the realignment is due to loss of business; or
  - ii) after two (2) pay periods or more if realignment is due to fluctuating visit volumes.
- (e) Any nurse filling a temporary assignment will return to her previous primary area and caseload if it exists.
- (f) Notwithstanding any provision of this agreement, the Employer may fill a temporary vacancy which is not expected to exceed sixty (60) calendar days without posting. Visiting nurses can be assigned to do shift nurse work on a temporary basis to fill temporary vacancies in shift nursing. They will continue to be paid at the visiting nurse rate during the temporary assignment.

## 10.06

### Layoff and Recall

Whenever a layoff is planned the Employer will provide a combined (FT/PT) seniority list. Layoffs will be done according to this list.

- (a) In the event that a reduction in the nursing force is required, the Employer agrees that the most junior nurse will be laid off first provided that nurses who remain are qualified to do the work available. When recalling nurses after layoff, those last to be laid off will be first to be recalled provided that in each case the nurse is qualified to do the work available.

A reduction in the scheduled shifts for a part-time nurse shall be deemed to be a layoff.

In the event of a layoff, the affected nurse(s) in that area shall be laid off in the reverse order of seniority provided that the nurses who are entitled to remain on the basis of seniority are qualified to perform the work available.

The affected nurse may accept the layoff, or accept another assignment (if available), or displace the least senior nurse in the area of the nurse's choosing, whose work she is qualified to perform, provided that the remaining nurses in that area are qualified to perform the work available.

Nurses utilizing the bumping process shall be entitled to displace a junior nurse. Part-time nurses may only displace another part-time nurse but a full-time nurse may displace another full-time nurse or a part-time nurse.

- (b) The Employer will not hire any new employee to fill a vacancy where there is an employee on layoff who is willing and qualified to fulfil the normal requirements of the job. This will apply regardless of whether the employee was full-time or part-time at the time of layoff.

Nurses shall be recalled in order of seniority provided that the senior employee is qualified to perform the available work. Laid off nurses shall be given five (5) calendar days notice of recall. Recall shall be sent by registered mail to the last address filed with the Employer.

- (c) In the event of a proposed layoff at the Employer of a permanent or long-term nature, the Employer will meet with the local Association to review the reasons causing the layoff.
- (d) No reduction or alteration in the normal hours of work shall take place to prevent or reduce the impact of a layoff on individuals without the consent of the Association.
- (e) When a nurse accepts long-term layoff, in accordance with the provisions and terms of the *Employment Standards Act*, the nurse shall be entitled to receive severance pay in accordance with the provisions of the ESA.
- (f) When the RFP process gets triggered by the CCAC, the Employer will inform the Union of the timelines and the areas affected. The Employer will keep the Union informed of the progression of the RFP process. The Employer will inform the Union of the outcomes of the RFP process as soon as they are known.
- (g) A long-term or permanent layoff is defined as a layoff that is anticipated to exceed thirteen (13) weeks. In the event of a proposed layoff of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Employer shall:
  - (i) provide the Union with no less than four (4) weeks' written notice of the proposed layoff or elimination of position; and

- (ii) provide to the affected employee(s), if any, no less than four (4) weeks' written notice of layoff, or pay in lieu thereof.

The Employer shall meet with the local union to review the following:

- iii) the reasons causing the layoff;
  - iv) the service which the Employer will undertake after the layoff;
  - v) the method of implementation including the areas of cut-back and the nurses to be laid off.
- (h) A laid-off nurse may accept a temporary assignment or apply on a part-time job posting or a full-time laid-off nurse displacing a part-time nurse does not relinquish their recall rights.

10.07 A nurse who is transferred to a position outside the bargaining unit for a period of not more than three (3) months shall continue to accrue bargaining unit seniority while in the position. For periods in excess of three (3) months, but not more than twelve (12) months, the employee will retain, but not accumulate, his or her seniority held at the time of transfer. In the event the nurse is returned to a position in the bargaining unit, she or he shall be credited with seniority held at the time of transfer and resume accumulation from the date of his or her return to the bargaining unit.

## **ARTICLE 11 - LEAVES OF ABSENCE**

11.01 Written requests for a personal leave of absence without pay will be considered on an individual basis by the Executive Director or her designate. Such requests are to be submitted as far in advance as possible and a written reply will be given within fourteen (14) days, except in cases of emergency, in which case a reply will be given as soon as possible. Such leave shall not be unreasonably withheld.

### 11.02 Leave For Association Business

The Employer agrees to grant leave of absence, without pay to nurses selected by the Association to attend Association business including conferences, conventions and Provincial Committee meetings. The Association agrees to provide as much notice as possible of a request for such leave. Such leave shall be granted taking into consideration service needs, and shall not exceed sixty-five (65) cumulative days per year. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer in the amount of the daily rate of the nurse. The Employer will bill the Local Association within a reasonable period of time.

11.03 Leave, ONA Provincial Board of Directors

- (a) A nurse who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of Provincial President, shall be granted leave of absence without pay. Leave of absence under this provision shall be in addition to the Association Leave provided in Article 11.02 above. During such leave, the nurse's salary and applicable benefits shall be maintained by the Employer and the Provincial Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.
- (b) A nurse who is elected to a Provincial Committee of the Ontario Nurses' Association shall be granted upon request such leave(s) of absence as she may require to fulfil the duties of her position. As much notice as is possible shall be given to the Employer of such leave of absence, but at least one (1) month's notice shall be given to the employer of such leave of absence. Such leave of absence will not exceed twenty (20) days in the calendar year. There shall be no loss of seniority or service during such leave of absence. Leave of absence under this provision shall be in addition to the Association leave provided elsewhere in this Agreement. 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.

11.04 Leave, ONA Provincial President

Upon application in writing by the Association on behalf of the nurse elected to the office of Provincial President of the Ontario Nurses' Association, the Employer shall grant such nurse a leave of absence without pay for a period of up to two (2) consecutive years. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits. It is understood, however, that during such leave the nurse shall be deemed to be an employee of the Ontario Nurses' Association. The nurse agrees to notify the Employer of her intention to return to work at least two (2) weeks prior to the date of return.

11.05 Bereavement Leave

A nurse who notifies the Employer as soon as possible following a death in the nurse's immediate family, shall be granted up to three (3) consecutive days off work without loss of her regular pay for her regularly scheduled hours up to and including the day of the funeral of a member of her immediate family. An additional two (2) unpaid days for travelling, if required to attend the funeral, shall be granted. "Immediate family" shall mean grandparent, parent, spouse, brother-in-law, sister-in-law, sibling, child, child's spouse, spouse's parent, and grandchild. Spouse for the purposes of bereavement leave will include partners of the same sex. "Immediate family" and "in-laws" as set out above shall include the relatives of "spouses" as defined herein.

## 11.06 Jury and 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 at the agency, the nurse shall not lose her regular pay because of such attendance provided that the nurse:

notifies the Employer immediately on the nurse's notification that she will be required to attend court;

presents proof of service requiring the nurse's attendance;

deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt where available.

## 11.07 Parental/Pregnancy Leave

- (a) Parental/pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act* (ESA) as amended from time to time and as follows:
- (i) The service requirement for eligibility for parental/pregnancy leave shall be thirteen (13) weeks.
  - (ii) The nurse shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. This notice shall be waived in the event of pregnancy complications, premature birth or the sudden coming into care of an adopted child.
  - (iii) The nurse shall be granted pregnancy leave to a maximum of seventeen (17) weeks.
  - (iv) Parental leave to a maximum of thirty-five (35) weeks (or thirty-seven (37) weeks if you did not take a pregnancy leave) may begin no later than fifty-two (52) weeks after the day of the child is born or comes into the custody, care and control of a parent for the first time. Natural mothers must take the parental leave at the end of the pregnancy leave, unless the child has not come into the custody, care and control of the mother for the first time, for a total of fifty-two (52) weeks.
  - (v) A nurse shall be allowed to commence her pregnancy leave at any time up to seventeen (17) weeks before the expected date of delivery.
  - (vi) During a pregnancy and parental leave, a nurse shall continue to accumulate seniority and service rights and, if she so desires participate in the following benefits: Pension, Life Insurance, Accidental Death, EHC and Dental. Where a nurse wishes to

participate in the benefits, the Employer shall continue to pay the Employer's share of the premiums.

- (vii) 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 who intends to treat the child as his or her own.
- (b) Nurses newly hired to replace nurses who are on approved pregnancy or parental leave may be released and such release shall not be subject to a grievance or arbitration. If retained by the Employer, the nurse shall be credited with seniority from date of hire subject to successfully completing her probationary period. Nurses newly hired for such temporary vacancies shall be classed as casual part-time for seniority and benefit purposes.

A part-time or casual part-time nurse who replaces a full-time nurse on pregnancy or parental leave shall retain her part-time status.

The Employer will outline to nurses hired to fill such temporary vacancies the circumstances giving rise to the vacancy and the special conditions relating to such employment.

#### 11.08 Orientation and In-service

- (a) It is agreed that orientation and in service programs will be provided to all nurses;
- (b) Leave of absence without pay for the purpose of education directly related to health care may be granted on written application by the nurse to the Executive Director. Upon successful completion of such courses the nurse shall have her tuition reimbursed by the Employer.
- (c) In service programs shall include programs to update nurses as to changes in procedures and practices. In service programs shall be scheduled in a manner which will allow nurses to attend during working hours. Nurses required to attend such programs outside their scheduled working hours shall be paid at their appropriate rate of pay for hours in attendance.
- (d) A nurse shall be entitled to leave of absence without pay from her regularly scheduled working hours for the purpose of writing any formal exam (including midterms) in any recognized course in which the nurse is enrolled to upgrade her nursing qualifications. The nurse shall provide the Employer with fourteen (14) days' notice of the date and time of the examination where possible.

11.09 A nurse elected to the College of Nurses will suffer no loss of pay for time spent in attendance at regularly scheduled meetings of the College of Nurses, where the nurse would otherwise be working for the Employer.

#### 11.10 Pre-paid Leave Plan

The Employer agrees to introduce a pre-paid leave program, funded solely by the nurse, subject to the following terms and conditions:

- (a) The plan is available to nurses wishing to spread four (4) year's salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The nurse must make written application to the Executive Director at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (c) Five (5) nurses may be absent at any one time. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the nurse.
- (d) Written application will be reviewed by the Executive Director or her designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves required for other purposes will be given the next level of priority on the basis of seniority.
- (e) During the four (4) years of salary deferral, twenty percent (20%) of the nurse's gross annual earnings will be deducted and held for the nurse and will not be accessible to her until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the nurse.
- (h) The nurse shall become responsible for the full payment of premiums for any Health and Welfare benefits in which she is participating. Contributions to the pension plan will be in accordance with the Plan. The nurse will not be eligible to participate in the Disability Income Plan during the period of absence.
- (i) A nurse may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given the Executive Director. Deferred salary, plus accrued interest, if any, will be returned to the nurse, within a reasonable period of time.
- (j) If the nurse terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.
- (k) The nurse will be reinstated to her former district.
- (l) Final approval for entry into the pre-paid leave program will be subject to the nurse entering into a formal agreement with the employer in order to authorize the Employer to make the appropriate deductions from the nurse's pay. Such agreement will include:

- (i) A statement that the nurse is entering the pre-paid leave program in accordance with Article 11.10 of the Collective Agreement.
- (ii) The period of salary deferral and the period for which the leave is requested.

The letter of application from the nurse to the Employer to enter the pre-paid leave program will be appended to and form part of the written agreement.

## **ARTICLE 12 - HOURS OF WORK AND SCHEDULING**

12.01 The regular hours of work for all full-time nurses shall be 75 hours per two week period. The normal work day for full-time, part-time and casual nurses shall be 7.5 hours, exclusive of a **one-half hour (1/2)** unpaid meal period. In each half day, the Employer shall allow a fifteen minute paid rest period.

The following provision designating regular work on the nursing schedule established by the Employer shall not be construed to be a guarantee of the hours of work to be performed on each shift or during each shift schedule.

12.02 The scheduling of nurses for weekend duty shall be on a rotational basis.

The Employer will schedule not more than one (1) weekend in three (3) on duty. If an employee works a second consecutive and subsequent weekend(s), she will receive premium payment for all hours worked on that weekend and subsequent weekends, until a weekend is scheduled off, save and except where:

- (i) such a weekend has been worked by an employee to satisfy specific days off requested by such employee; or
- (ii) such employee has requested weekend work only; or
- (iii) such weekend is worked as a result of an exchange with another employee.

12.03 (a) The work schedule (including weekend and night call duty) shall be posted one month in advance. Any request for a change in the posted schedule must be submitted in writing. Any request for a change in the posted schedule must be signed by the nurses involved and approved by the Supervisor or designate. The Supervisor or designate may change the posted schedule after discussions with the nurse.

(b) The Employer may schedule nurses to work split shifts with the agreement of the nurse and with notification of the Association.

(c) Any changes to the posted schedule by the Employer will only be done in cases of emergency when a qualified employee is not available for work and any changes will be communicated to the nurse and a response received by the Supervisor or designate.

- (d) No evening shift will be scheduled prior to weekends off, holidays or vacation. This does not apply to nurses working permanent evening rotation.
- (e) There shall be no less than eleven (11) hours off between shift changes or this will trigger premium pay at the rate of time and one-half (1.5) the regular rate.
- (f) Nurses shall not be scheduled for more than seven (7) consecutive days. A nurse shall receive premium payment for all hours worked on the eighth (8) consecutive and subsequent day until a day off is provided.

12.04 A full-time nurse will be scheduled two (2) hours of paid time every week to be used for non-direct patient care purposes such as completion of paper work, discussion of patient care issues, meetings with managers and educational purposes. No more than two (2) hours of this time will be used for in-service education per month. All meetings that are deemed to be mandatory by management will be paid for at regular straight time for all nurses.

Part-time nurses who work at least fifty percent (50%) of full-time hours will be granted two (2) hours office time in each quarter of the calendar year, in addition to any mandatory paid office time required by the Employer.

12.05 Part-Time Commitment

Part-time employees must be available for prescheduled work on the following basis to be:

- (a) available to work, if required, fifty-two (52) weeks per year minus their individual vacation entitlement and approved leaves of absence;
- (b) prescheduled for work 4 days/pay period, 6 days/pay period or 8 days/pay period;
- (c) available to work Christmas or New Year's as per Article 14.01;
- (d) prescheduled as required to work fifty (50%) percent of the remaining paid holidays; and
- (e) prescheduled as required to work one weekend in every three.

12.06 All part-time nurses shall be scheduled up to their committed hours before any casual nurses are utilized. Where extra tours become available, they are first offered on the basis of seniority to part-time nurses who have provided additional hours of availability.

Extra tours will then be offered to casual nurses by seniority.

Part-time nurses who have put down their availability for extra shifts will be scheduled to cover vacation time before casual part-time nurses.

If there is not a part-time nurse who has made herself available for the work then a casual nurse may be scheduled to cover vacation time to accommodate vacation requests.

Part-time nurses who have put down their availability for extra shifts will be scheduled to do weekend vacation time before casual part-time nurses.

If there is not a part-time nurse who has made herself available for the work then a casual nurse may be booked to cover weekend vacation time to accommodate vacation requests.

12.07 Request for specific days off shall be submitted in writing to the appropriate Supervisor. The Supervisor shall respond to the request within three (3) days of the receipt of the request. Requests shall not be unreasonably denied.

12.08 Part-Time Four-Hour Tours

Where four (4) hour tours exist, the following will apply:

- (a) A part-time employee will not be scheduled solely for four-hour tours unless mutually agreed otherwise.
- (b) Four-hour tours will consist of 3.75 hours plus a fifteen (15) minute paid break.
- (c) The Employer will keep the number of four (4) hour tours to a minimum.

12.09 Casual Utilization

- (a) A casual nurse will provide availability for tours of duty at least six (6) weeks in advance and will be offered work according to her availability and operational requirements. Should the casual nurse not be able to meet the availability she indicated or to work a shift that she has agreed to work, she will provide forty-eight (48) hours' notice to the Employer, unless an urgent situation arises and the nurse will discuss the situation with her Supervisor as soon as possible.
- (b) A casual nurse who has not provided availability or an explanation for a period in excess of three (3) months will be removed from the casual list.

**ARTICLE 13 - PREMIUM PAY**

13.01 All time worked in excess of ten (10) days or seventy-five (75) hours over a two (2) week pay period or seven and one-half (7.5) hours a day shall be considered as overtime subject to the following conditions:

- (a) The nurse has agreed to accept the overtime assignment. No overtime will be added to the nurse's shift without first speaking to the nurse and getting her consent.
- (b) The nurse is authorized by her Supervisor or designate to work overtime,
- (c) The nurse who works overtime shall receive payment at the rate of time and one-half (1.5), or compensating time earned at time and one-half (1.5) if she

asks for it, when submitting her hours worked. Time up to and including fifteen (15) minutes shall not be counted.

- (d) Casual nurses who are assigned work in excess of seven and one-half (7.5) hours a day shall receive overtime compensation in accordance with the above conditions. Such compensation will be in the form of payment only.

13.02 Where a nurse has worked and accumulated approved overtime hours, she shall have such time accumulated in the Compensating Time Bank at the overtime rate, i.e. at one and one-half (1-1/2) times. A nurse shall be able to take time off according to the amount of accumulated time standing to her credit in the Compensating Time Bank at such times as are mutually agreed between the nurse and her immediate supervisor. Any time in the Bank that is not taken in each quarter of the Employer's fiscal year shall be paid out at the appropriate rate. There shall be no carry over of compensating time from fiscal year to fiscal year.

13.03 (a) A nurse who reports to work as scheduled, unless otherwise notified by the Employer, shall receive a minimum of four (4) hours' pay at her regular straight time hourly rate. If her regular duties are not available such nurse shall be required to perform any nursing duties assigned by the Employer.

- (b) Where less than sixteen (16) hours' notice is given to a nurse that she is cancelled, the Employer will pay such nurse four (4) hours' pay at her regular straight time hourly rate.

13.04 Standby and Call Back

(a) Where a nurse is assigned to be on standby, she shall be paid a standby rate of two dollars and ten cents (\$2.10) for each hour of standby.

(b) A nurse who is called into work from standby shall receive time and one-half (1.5) her regular straight time hourly rate for all hours worked with a minimum guarantee of four (4) hours' pay at regular rate.

(c) A nurse on standby who is required to do telephone assessments and documentation from her home shall receive payment at her straight time hourly rate for all time spent on telephone calls which exceeds fifteen (15) minutes accumulated on any standby shift, with a minimum guarantee of one (1) hours pay at straight time rates per standby shift. Such telephone calls will not be considered call-back nor be used to calculate hours of work earned toward overtime in the day/pay period. Nurses must document the telephone services provided and submit this documentation to the appropriate Manager or Supervisor as per operating procedures.

(d) Where a nurse works both days of a weekend she will be granted on request up to two (2) days LOA without pay during the following week.

(e) The hours of standby are as follows:

Nights	2300 – 0700
Weekends and Statutory Holidays	0700 – 2100

- (f) Standby nurses during the hours of 2300 – 0700 must be available to provide telephone support to clients but are not normally expected to be called back to work, except in emergency situations.
- (g) Standby nurses during the hours 0700 – 2100 on the weekend and statutory holidays must be available for potential call-back. Standby nurses for weekends, and statutory holidays that fall on a Friday or Monday, will be scheduled to cover the whole weekend (except Christmas and New Year's).

Nurses will cover their area and the adjoining area. These areas to be determined by the parties at Labour Management. Nurses will be scheduled on a rotational basis and will not be scheduled on their vacation time.

13.05 **Responsibility Pay**

Where a nurse is temporarily assigned to carry out the responsibilities of a manager for a period of one (1) full tour or more, at times when the manager would otherwise be working, she shall be paid a responsibility premium of one dollar (\$1.00) per hour for such duty in addition to her regular salary.

13.06 **Shift Premium**

A nurse shall be paid a shift premium of seventy-five cents (75¢) for all hours worked after 4:00 p.m. The shift premium will not be payable for hours where the nurse is being paid at an overtime rate, nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement.

13.07 The safety of staff while on duty is a primary concern of the Employer and general and specific safety policies have been developed. Nurses shall abide by these policies and shall inform their Supervisors of physically threatening situations or hazards.

13.08 **Weekend Premium**

A nurse shall be paid a weekend premium of fifty-five cents (55¢) for all hours worked on a weekend between 2400 hours Friday and 2400 hours Sunday. The weekend premium will not be payable for hours where the nurse is being paid at an overtime rate, nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement.

**ARTICLE 14 - DESIGNATED HOLIDAYS**

14.01 (a) The following shall be designated holidays for full-time nurses:

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

One float holiday for all categories of nursing staff can be requested at any time by the nurse.

- (b) Each nurse will be scheduled a minimum of four (4) consecutive days off at either Christmas or New Year's as per her request. Every effort will be made to provide a fifth (5th) consecutive day off at this time.
- (c) Time off at Christmas shall include Christmas Day and Boxing Day. Time off at New Year shall include New Year's Eve and New Year's Day.
- (d) A nurse will not be scheduled to work both Christmas and New Year's unless she has requested same.
- (e) All requests for Christmas and New Years' block will be submitted in writing. Requests will be granted based on preference, what was worked the previous year, and with the aforementioned having been satisfied, seniority shall prevail.
- (f) A nurse shall receive premium pay for all hours worked that are in violation of the above.

14.02 A nurse, including part-time and relief nurses, required to work on one of the holidays listed in Article 14.01 shall be paid at time and one-half (1.5) her regular straight time hourly rate of pay.

14.03 Subject to Article 14.04 below, a full-time nurse shall be entitled to receive a designated holiday off with pay in the amount of her regular straight time earnings provided:

- (a) She works her scheduled work day on each of the scheduled working days immediately preceding and following the holiday; unless excused by the Employer or the nurse was absent due to:
  - (i) legitimate illness or accident which commenced within one (1) month of the date of the holiday;
  - (ii) vacation granted by the Employer;
  - (iii) the nurse's regular scheduled day off;
  - (iv) a paid leave of absence provided the nurse is not otherwise compensated for the holiday.

A nurse entitled to holiday pay hereunder shall not receive sick leave pay to which she may otherwise have been entitled unless she was scheduled to work that day. A nurse receiving Workplace Safety & Insurance Board (WSIB) benefits for the day of the holiday shall, subject to the above provisions, be entitled to the difference between the amount of the WSIB benefits and the holiday pay.

- (b) She has been employed by the Employer for at least one (1) month preceding the holiday.

- 14.04 When a nurse who is entitled to benefits works on a designated holiday, such nurse shall receive another day off in lieu of the holiday, provided she meets the requirements of Article 14.03 (a) and (b). A nurse may accumulate up to 22.5 hours of lieu time in her bank. Such time may be taken singularly, or consecutively at a mutually agreeable time. Approval for taking this time off shall not be unreasonably withheld.
- 14.05 All part-time nurses will be entitled to receive holiday pay for all statutory holidays listed in 14.01 in accordance with the *Employment Standards Act*, including meeting the qualifying conditions in the Act. All non-statutory holidays listed in Article 14.01 will be paid on a prorated basis on the conditions in Article 14.03, with the exception of nurses working extended tours.
- Extended tour nurses will have their hours averaged to seven and one-half (7.5) hours to equal one (1) day for the purpose of qualifying for holiday pay under the ESA. Extended tour nurses will receive seven and one-half (7.5) hours' pay for all holidays listed in 14.01 if they meet the preceding qualifiers.
- 14.06 (a) Nurses who are scheduled by the Employer to work a weekend attached to a paid holiday will also be scheduled to work the paid holiday, if it falls on a Monday or a Friday.
- (b) Nurses who are scheduled by the Employer to be off on a weekend attached to a paid holiday will also be scheduled off on the paid holiday, if it falls on a Monday or a Friday.

## **ARTICLE 15 - VACATIONS**

- 15.01 For the purpose of calculating eligibility the vacation year shall be the calendar year.
- 15.02 Full-time nurses shall receive vacation on the following basis:
- (a) Nurses who have completed less than one (1) year of full-time continuous service shall be entitled to a vacation on the basis of 1.667 days for each completed month of service;
- (b) Nurses who have completed one (1) or more years of full-time continuous service shall be entitled to a vacation of twenty (20) days on the basis of 1.667 days for each completed month of service.
- (c) Nurses who have completed fifteen (15) years or more of full-time continuous service shall be entitled to a vacation of twenty-five (25) days on the basis of 2.083 days for each completed month of service.
- (d) Nurses who have completed twenty-five (25) years or more of full-time continuous service shall be entitled to vacation of thirty (30) days on the basis of 2.5 days for each completed month of service.
- 15.03 Part-time nurses who are normally scheduled to work 3/5ths of a week shall be entitled to the same vacation time as full-time nurses. Vacation pay shall be prorated to reflect their hours of work in relation to full-time hours.

- 15.04 Casual and part-time nurses who are not normally scheduled to work 3/5ths of a week shall be entitled to vacation pay in the amount of six (6%) per cent of their basic hourly rate. Vacation pay will be paid on each pay period. These nurses may request a personal leave of absence for vacation.
- 15.05 A nurse who resigns her employment with less than two (2) weeks' notice shall be entitled only to the vacation provided in the *Employment Standards Act*.
- 15.06 Vacation Scheduling
- (a) There shall be two (2) vacation scheduling periods; April to September and October to March. Requests for vacations in the April to September period shall be submitted in writing to the Supervisor by February 1st and the schedule will be posted by March 1st. Requests for vacations in the October to March period shall be submitted in writing to the Supervisor by August 1st and the schedule will be posted by September 1st. In the case of conflicting requests for vacation, seniority will govern. A nurse may be limited to a maximum of three (3) weeks' vacation in July or August.
- (b) A nurse whose weekend to work occurs during periods of scheduled vacation time will not be required to have her weekend to work rescheduled at least once per year, as well, for vacation periods of two (2) consecutive weeks or longer.
- 15.07 Vacation may not normally be carried over from one (1) vacation year to the next. If a nurse is unable to take her accrued vacation by the end of vacation year, she may carry over up to five (5) days to the following vacation year with the approval of the Manager. A request to carry over more than five (5) days must be submitted in writing to the Executive Director by December 31<sup>st</sup> and must include a plan to take the carried over vacation within the first three (3) months of the new vacation year. Any unused vacation that has not been approved for carry over by the end of the vacation year, or that has not been taken in accordance with an approved carry-over plan, will be scheduled at the discretion of the Employer. A reminder of any outstanding vacation days will be communicated to the nurse by early December.
- 15.08 A nurse who leaves the employ of the Employer for any reason shall be entitled to receive any unpaid vacation pay which has accrued to her to the date of her termination. If vacation has been received by the nurse in excess of the vacation earned by the nurse in the year of termination, there shall be deducted from the salary of the nurse or refunded to the Employer by the nurse an amount equivalent to the pay for vacation received but unearned.

## **ARTICLE 16 - PENSION AND BENEFITS**

Employees currently participating in the Toronto-York Sunlife Benefit Plan will be transitioned to the VON Flex Plan within thirty days of the ratification of this Agreement.

- 16.01 During contract years, the Employer may substitute another carrier for any of the foregoing plans or amend the plan design on the following provisions: consultation occur between the Association and the Employer and that the level of benefits conferred are not decreased overall, unless mutually agreed to between the Association and the Employer. The Employer will advise the Association of any

change in carrier or under writer or plan amendments as soon as reasonably possible prior to implementing such changes.

The Employer shall contribute towards the premium coverage of full-time participating eligible nurses in the active employ of the Employer under the insurance plans set out below subject to their respective terms and conditions.

- (a) The Employer agrees to contribute seventy-five (75%) percent of the billed premiums towards coverage of eligible nurses in the active employ of the Employer under the VON Canada National Extended Health Care benefits. The balance of the monthly premiums are paid by the nurse through payroll deductions.
- (b) The Employer agrees to pay one hundred (100%) percent of the billed premium toward coverage of eligible nurses in the active employ of the Employer under the VON Canada National life insurance plan providing two (2) times annual salary.
- (c) The Employer agrees to contribute seventy-five (75%) percent of the billed premiums towards coverage of eligible nurses in the active employ of the Employer under the VON Canada National dental benefits. The balance of the monthly premiums are paid by the nurse through payroll deduction.
- (d)
  - i) Eligible nurses in the active employ of the Employer shall participate in the VON Canada National Long-Term Disability Plan, subject to its terms and conditions, on the basis of one hundred percent (100%) employee paid premiums. The monthly premiums are paid by the nurse through payroll deductions.
  - ii) Notwithstanding (d) i) above, all currently employed nurses who, at the date of ratification, were paying fifty percent (50%) of the premiums for Long-Term Disability shall have the option of either paying one hundred percent (100%) of the premiums or continuing to pay fifty percent (50%) of the premiums, with the Employer paying the remaining fifty percent (50%), for as long as they remain employed with the VON Toronto-York Branch. All employees hired after the date of ratification will pay one hundred percent (100%) of the premiums.
- (e) "Active Employ" excludes absences without pay from the Employer in excess of sixty (60) consecutive calendar days. A nurse on such leave of absence shall be responsible for any benefit plans in which she participates for the period of the absence in excess of sixty (60) consecutive calendar days. The nurse may arrange with the Employer to prepay the premiums during the period of the leave to ensure coverage.

16.02 Part-time employees are eligible to participate in the above plans subject to the plans eligibility requirements. The Employer's share of the premium contribution shall be the same as provided to full-time nurses.

Part-time and casual nurses who are not normally scheduled to work 3/5ths of a week and who are not eligible to participate in the above plans shall be paid eight (8%) percent of their regular straight time hourly rate in lieu of these benefits and

sick leave. Such amount shall not be included in the base for the purposes of calculating any premiums nor shall it be paid on any overtime or premium hours worked.

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

16.03 The Employer Pension Plan is maintained by VON Canada. Enrollment participation and the contribution by nurses and the Employer will be in accordance with the terms and conditions of that plan. Part-time and Casual nurses are eligible to participate in the pension plan subject to the plans eligibility requirements.

16.04 Sick Leave

- (a) Sick leave is the granting of time off with pay for absences from regularly scheduled hours due to legitimate illness. There shall be a Sick Credit Accumulation Bank for each full-time nurse in the active employ of the Employer. Such nurses shall accumulate sick credits at the rate of one and one-half (1.5) days per completed month of full-time work to a maximum of one hundred twenty (120) days.
- (b) Where a full-time nurse is absent from work due to legitimate illness, she shall not lose her regular straight time earnings from her regularly scheduled hours to the extent of her credits in the Sick Credit Accumulation Bank.
- (c) Each full-time nurse shall receive a statement of the balance of her credits in the Bank at the end of May in each year.
- (d) A nurse may be required to submit a physician's certificate with respect to any period of time she may be absent from her duties on sick leave. If a physician's certificate is required, the Employer shall pay any fee for such certificate which is not payable by the nurse's health insurance plan.
- (e) The nurse will notify the sick line of illness no later than one hour prior to the start of the morning shift, or two hours prior to the start of the afternoon shift. In all other cases, the nurse will advise the manager on call.
- (f) When a full-time or part-time nurse has completed any portion of her regularly scheduled tour prior to going on sick leave benefits or WSIB benefits, she shall be paid for the balance of the tour at her regular straight time hourly rate. This provision will not disentitle the nurse to a lieu day under Article 14.04 if she otherwise qualifies.
- (g) (i) Where a nurse's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.
- (ii) Where a nurse's scheduled vacation is interrupted due to serious illness requiring the nurse to be an inpatient in a Hospital, the period of such hospitalization shall be considered sick leave.

- (iii) The portion of the nurse's vacation which is deemed to be sick leave under the above provisions, will not be counted against the nurse's vacation credits.

16.05 Part-time nurses who are normally scheduled to work 3/5ths of a week shall accumulate sick credits on a pro-rata basis reflecting their hours of work in relation to full-time hours to a maximum accumulation of one hundred twenty (120) days.

## **ARTICLE 17 - WAGES**

17.01 Wage rates for the classifications covered by this Collective Agreement are set out in Appendix "A".

17.02 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 nursing experience at the time of application for employment. The nurse shall co-operate with the Employer by providing verification of such previous experience. No credit shall be given for experience of less than six (6) months' duration, nor where the nurse has not been actively nursing within the immediately preceding last three (3) years. The Employer shall assess the applicability of the previous experience during the nurse's probationary period and where such experience is acceptable, shall place the nurse at an appropriate level on the wage grid to be effective upon date of hire. Such placement shall be on the basis of one (1) increment for each year of recent related nursing experience.

17.03 New Classifications

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

Such request for a meeting shall not delay the implementation of the new classification and shall be made within fourteen (14) calendar days of the advice from the Employer. Where the rate is challenged by the Union and the matter is not resolved within fourteen (14) calendar days of the meeting, it shall be referred to arbitration within the time limits set out in this Agreement.

17.04 Full-Time Grid Advancement

Each full-time nurse shall be advanced from her present level to the next level set out in the wage grid twelve (12) months after she last advanced. If a nurse's absence without pay from the Employer exceeds sixty (60) consecutive calendar days, her advancement date will be extended by the length of such absence in excess of sixty (60) consecutive calendar days.

17.05 A part-time and a casual nurse shall advance from her present level to the next level set out in the wage grid after fifteen hundred (1500) hours worked.

- 17.06 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.
- 17.07 All nurses shall be required to wear professional attire including VON identification while on duty.
- 17.08 (a) Nurses who use their personal automobile to drive between clients will be paid a kilometrege allowance of thirty-four cents (34¢) a kilometre. The kilometrege allowance is not payable for travel from the employee's home to the first client or the first clinic or office appointment of the day, or from the last client, clinic or office appointment for the day to the employee's home. Nurses who return to work after their regular tour of duty or are called out from standby between the hours of 2300 – 0700 will receive the kilometrege allowance for all travel from the employee's home and return.
- Effective the date of ratification, the kilometrege allowance will be increased to thirty-five cents (35 ¢) a kilometre.
- Effective April 1, 2008, the kilometrege allowance will be increased to thirty-six (36¢) a kilometre.
- Effective April 1, 2009, the kilometrege allowance will be increased to thirty-seven cents (37¢) a kilometre.
- (b) Reimbursement for the kilometrege allowance shall be paid to the nurse on the next pay period following the date the nurse has submitted her approved expense report to the Employer. The expense report must be approved by the Supervisor. The Employer will provide each nurse with a form T2200, if she requests it.

#### **ARTICLE 18 - PROFESSIONAL RESPONSIBILITY**

- 18.01 The parties agree that Professional Issues will be addressed by ONA/Management Committee. No later than six (6) weeks of commencing the process and as soon as possible, the committee will make recommendations to Senior Management that are professionally and fiscally sound and a report on action taken will be provided on a quarterly basis or more frequently, as required.

#### **ARTICLE 19 - MODIFIED WORK**

- 19.01 (a) The Employer will notify the local union of the names of all employees off work due to a 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) When it has been medically determined that an employee is unable to return to the full duties of her position due to illness, injury or disability, the Employer will notify and meet with a representative of the local union and the employee, to discuss and arrange a modified work program that is suitable for the employees return to work. This plan will be revised as necessary. The Labour Relations Officer may attend such meetings as necessary.

- (c) The Employer agrees to provide the employee and the local union (with the consent of the employee) a copy of the WSIB Form 7 at the same time it is sent to the Board.
- (d) In the event of actual or potential risk to personal safety, including violence or threatened violence, the employer will act immediately to reduce and/or eliminate the risk. All actions taken will be directed by policy and procedure and can include activities from negotiating with the Client for a change in practice to withdrawal of services. The employer will discuss details of the occurrence and actions taken to prevent a recurrence with the Union in timely manner respecting confidentiality of all parties.

## **ARTICLE 20 - MISCELLANEOUS**

- 20.01 Whenever the feminine is used in this agreement, it includes the masculine and vice versa where the context so requires. Where the singular is used, it may also be deemed to mean plural and vice versa.
- 20.02 Bulletin Board
- The Employer will provide the Association bulletin board space in a conspicuous location in the staff workrooms for the purpose of posting notices regarding meetings and other matters of Association business. All such notices must be signed by a member of the Association Executive who is employed by the Employer.
- 20.03 Copies of Agreement
- Copies of this Collective Agreement will be provided by the Association to each nurse in the bargaining unit. The cost of printing the Collective Agreement in a mutually agreeable manner and form will be shared by the Employer and the Association.
- 20.04 Registration
- Nurses are required to present their current certificate of competency or verification that fees have been paid by January 15th of each year.
- 20.05 (a) Nurses shall be paid bi-weekly by direct deposit to the nurse's bank.
- (b) Any Employer error in excess of \$100.00 on a pay cheque will be paid to the nurse within two (2) working days by separate cheque.
- 20.06 Prior to implementing new policies or changing existing policies that affect a nurse's employment the Employer will meet with the Union to discuss such changes.

**ARTICLE 21 - ACCESS TO FILE**

21.01 When any type of evaluation, performance appraisal, progress report or assessment related to job performance, nursing practice or other employment related matters is completed with respect to any nurse, it shall be reviewed with the nurse. The nurse shall have the opportunity to include her comments on the document. A copy of the completed document will be provided to the nurse.

Upon request, a nurse may review their file in the presence of their supervisor and/or their local union representative at a mutually agreed time. They will be provided with a copy of any document contained in her file upon request.

21.02 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 one (1) year.

**ARTICLE 22 - TERMINATION AND RENEWAL**

22.01 The Collective Agreement shall continue in effect until March 31, 2010, and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement in accordance with Article 22.02 below.

22.02 Where either party desires to amend or terminate this Agreement, it shall give notice to the other party only within the period ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.

22.03 If notice of amendment is given by either party, the other party agrees to meet for the purpose of negotiation within thirty (30) days after the giving of such notice, if requested to do so.

Dated at TORONTO, Ontario, this 31 day of March<sup>32</sup>, 2008.

FOR THE EMPLOYER

[Signature]

[Signature]

[Signature]

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FOR THE UNION

[Signature]

Labour Relations Officer

[Signature]

[Signature]

[Signature]

**APPENDIX "A"****SALARY SCHEDULE****REGISTERED NURSE**

	April 1, 2007	April 1, 2008
Start	23.07	23.76
1 Year	23.99	24.71
2 Years	25.25	26.00
3 Years	26.49	27.28
4 Years	27.76	28.59
5 Years	29.32	30.20
6 Years	30.88	31.81
7 Years	32.45	33.42
8 Years	34.03	35.05

Within sixty (60) days of April 1, 2009, the parties will meet to negotiate a wage increase to become effective April 1, 2009 to March 31, 2010. Only Appendix A, Salary Schedule, shall be re-opened for renegotiation. All other terms of the Collective Agreement shall continue in full force and effect for the full duration of the Collective Agreement, April 1, 2007 to March 31, 2010. Should the parties be unable to reach agreement on a wage increase by March 31, 2009, both parties will jointly petition the Minister of Labour to amend the expiration date of the collective agreement to April 1, 2009.

**NOTE # 1:** Nurses who are hired exclusively to work in non-visiting/non-shift health promotion programs (e.g. Foot care, Wellness, Immunization Clinics, occupational health & Safety) shall be hired based on one-to-one experience credit to the maximum Level on the Registered Nurse wage grid and will progress on the wage grid based on one increment for every 1500 hours worked. Nurses in the Visiting or shift Nursing programs who are assigned shifts in the non-visiting/non-shift health promotion programs will maintain their visiting Nursing or Shift Nursing rate of pay. All other terms and conditions of employment for these employees shall be in accordance with the Shift Nursing Letter of Understanding appended to this Agreement.

**NOTE # 2:** Nurses who are actively employed on the date of ratification of this agreement and whose recognized experience at the time of hire may have placed them at a higher level on the wage grid will, on request, be placed at the appropriate level to be effective the date of ratification. Nurses must submit their request within thirty (30) days of being notified by the Employer. For greater clarification, this movement shall not be retroactive.

## LETTER OF UNDERSTANDING

Between:

**VICTORIAN ORDER OF NURSES, TORONTO-YORK REGION BRANCH**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Shift Nursing Program

1. Nurses working the shift nursing program will be covered by the Collective Agreement except where modified by this agreement.
  - (a) Articles on hours of work, scheduling, vacation, compensation and weekend work will not apply to employees working in the Shift Nursing Program except as specified herein.
  - (b) The Shift Nursing Program will be defined as meeting the needs of a single client at a time. A shift ranges in length based from three (3) to twelve (12) hours. The hours of each shift will be determined by client need.
  - (c) For assignments longer than two (2) weeks, nurses in the Shift Nursing Program may be expected to work alternate weekends.
  - (d) The objectives of continuity of client care will be used in determining in this Program. Assignments will be based on client needs (skill, experience), nursing availability and when all this is equal, seniority shall prevail.
  
2. Compensation
  - (a) Shift Nurses shall be paid in accordance with the wage rates for Registered Nurse as set out in Appendix "A".
  - (b) Part-time and casual nurses in the Shift Nursing Program shall receive the same percentages in lieu of vacation and other benefits as nurses in the Visiting Nursing Program. Such percentages shall not be included in the base used for the purposes of calculating any premiums nor shall it be paid on any overtime or premium hours worked.
  
3. Premium Pay

All time worked in excess of seventy-five (75) hours in a two (2) week period shall be considered as overtime and shall be paid at a rate of time and one-half (1.5).
  
4. Cancellation

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

5. Reporting Pay

A nurse who is called in and reports for Shift Nursing as scheduled and is not required to work shall, unless otherwise notified by the Employer, receive a minimum of three (3) hours pay at her regular hourly rate. She shall be required to perform any nursing duties assigned by the Employer.

Dated at TORONTO, Ontario, this 31 day of March, 2008.

FOR THE EMPLOYER

[Signature]

[Signature]

[Signature]

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FOR THE UNION

[Signature]

Labour Relations Officer

[Signature]

[Signature]

[Signature]

LETTER OF UNDERSTANDING

Between:

VICTORIAN ORDER OF NURSES, TORONTO-YORK REGION BRANCH

And:

ONTARIO NURSES' ASSOCIATION

Re: Bachelor of Science (BScN) and Public Health Nurses (PHN) Premium

Nurses on staff as of the date of ratification of this agreement who are receiving a BScN or PHN premium of fifty cents (0.50) per hour on top of their regular straight-time wage rates as set out in Appendix A, will continue to receive this premium for as long as they remain in the employ of the Employer. Nurses currently receiving this premium are:

- Evelyn Graham
- Ella Kase
- Noreen Nazareth
- Janice Otton
- Susan Rodgers
- Carol Vandyk

Dated at TORONTO, Ontario, this 31 day of March, 2008.

FOR THE EMPLOYER

[Signature]

[Signature]

[Signature]

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FOR THE UNION

[Signature]

Labour Relations Officer

[Signature] BUP

[Signature]

[Signature]