

COLLECTIVE AGREEMENT

Between:

VICTORIAN ORDER OF NURSES, NORTH BAY-HUNTSVILLE SITE
[hereinafter referred to as the "Employer"]

And:

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

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Ontario Nurses' Association as the bargaining agent for all registered nurses and nurses with temporary certificate of registration engaged in a nursing capacity at the VON Canada-Ontario Branch, North Bay Huntsville Office Site, save and except manager, persons above the rank of manager, Registered Practical Nurses and employees covered by a subsisting collective agreement.

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 exercise its management rights in a manner, which is reasonable, and in accordance with the provisions 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 part-time nurse will provide the Employer with a commitment to work up to three (3) tours per week. A part-time nurse will also indicate the other tours on which she is available to work and shall be prepared to work should the need arise, unless the nurse provides twenty-four (24) hours advance notice that she is no longer available.
- 4.03 The Employer and employee who is working full-time may mutually agree to work four-fifths (4/5ths).

The Employer will continue its present working conditions for nurses as follows:

Pro-rated premiums for benefit coverage.
Pro-rated vacation.

Full-time scheduling.
Full-time seniority and service accumulation.

- 4.04 A registered nurse is defined as a nurse who is registered by the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act*. A registered nurse is required to present her current Certificate of Competence to the Executive Director or designate upon renewal.
- 4.05 A casual nurse has no commitment to the branch and the branch has no commitment to the casual nurse. A casual nurse will provide availability for tours of duty. Where there is a part-time nurse available, then such part-time nurse shall receive additional work before a casual nurse is utilized.
- 4.06 The word “nurses”, as when used throughout this Agreement shall mean persons included in the bargaining units outlined in Article 2.01.
- 4.07 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun, where the content so requires. Where the singular is used it may also be deemed to mean the plural.

ARTICLE 5 – NO DISCRIMINATION

- 5.01 The Employer and the 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, 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 by either party or by any of the nurses covered by this agreement on the basis of race, creed, colour, national origin, sex, sexual orientation, marital status, age, political or religious affiliation, disability, or any other factor which is not pertinent to the employment relationship.
- 5.04 The parties agree that sexual harassment by any person employed by the Employer will not be tolerated in the workplace.

Sexual harassment is defined as:

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

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

Grievances under this clause will be handled with all possible confidentiality and dispatch.

- 5.05 The Employer and the Association recognize their joint duty to accommodate handicapped employees in accordance with the provisions of the *Ontario Human Rights Code*.

ARTICLE 6 – NO STRIKE, NO LOCKOUT

- 6.01 The 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 “lock-out” shall be as defined in the *Ontario Labour Relations Act*.

ARTICLE 7 – ASSOCIATION SECURITY

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

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) representatives 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) representatives for the purpose of negotiating renewals of the Collective Agreement.

8.05 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 (1) 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 [3rd] month or more frequently if mutually agreed. The Committee shall maintain minutes of all meetings and make the same available for review.

- 8.06 The Association shall keep the Employer notified in writing of the names of the current nurse representatives, committee members and any other officer of the Local Association who are employed by the Employer.
- 8.07 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 manager. Upon completion of her business the representative will inform her manager that she has returned.
- 8.08 Representatives of the Association shall be paid at their regular rate of pay for all time used during their regularly scheduled hours of work in attending meetings or for fulfilling other duties related to their responsibilities under the Collective Agreement.
- (a) The Employer shall be required to pay nurses on the Negotiating Committee up to but not including conciliation.
- (b) The Employer shall not be required to pay nurses on the Grievance Committee or the grievor for time spent at arbitration hearings.
- 8.09 The Association Committees shall have the right to have the assistance of representative or consultants from or acting on behalf of the Ontario Nurses' Association. The Employer shall also have such rights.
- 8.10 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.
- 8.11 Inclément Weather
- Staff, through consultation with their nurse manager, may withdraw service or be advised not to begin service due to road conditions, which prohibit safe driving. Staff are supported in their decision not to drive when conditions are hazardous. Staff will suffer no loss of regular pay for time lost due to inclement weather. The final decision rests with the nurse involved.

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 At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, a nurse is entitled to be represented by his or her union representative. In the case of suspension or discharge, the Employer shall notify the nurse of this right in advance.

9.03 It is the mutual desire of the parties that complaints and differences be dealt with in a quick fashion. A nurse will discuss her complaint with her manager within nine (9) calendar days after the circumstances have occurred or ought reasonably to have come to the attention of the nurse. The supervisor shall reply within nine (9) 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 Executive Director or designate, within nine (9) 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.

9.04 Should the matter not be resolved, it shall be referred to arbitration within thirty-six (36) calendar days of reply. The time prior to referral to arbitration may be utilized by the Association and/or the Employer to suggest and possibly agree to a dispute resolution mechanism other than a Board of Arbitration. The parties will first [1st] consider and thus may agree upon a sole arbitrator to hear the matter. If there is no agreement, then the parties shall notify one (1) another in writing within a further thirty-six (36) 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.

9.05 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.

9.06 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.

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

9.08 Each of the parties will share equally the fees and expenses of the arbitrator.

9.09 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 have occurred, or ought reasonably to have come to the attention of the Union.

9.10 Group Grievance

When a group of nurses have similar concerns the matter will proceed to Step 1 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 nurses.

9.11 Discharge/Suspension Grievance

The Employer agrees that it will only suspend and discharge for just cause. The Employer agrees to provide written reasons to the nurse who has been discharged within five (5) calendar days of such discharge. These grievances will be filed at Step 1 within ten (10) calendar days of such suspension or discharge.

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. Seniority shall be expressed in terms of a date. A full time year is 1950 paid hours, subject to 10.05.
- (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 will be equivalent to equal one (1) year of full-time service.

10.02 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.

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 towards the probationary period.

10.04 (a) The Employer will keep up-to-date seniority lists, one for full time nurses and one for part time nurses. The employer shall 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 and fax them to the nurses at the request of the nurse.

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 and Insurance 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 twenty-four (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 twenty-four (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 (1) 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.

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 the bargaining unit provided the nurses remaining are qualified to perform the available work. Probationary nurses shall be first laid off, followed by casual nurses.
- (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.
- (f) A reduction of the part-time staffing complement is considered a layoff.
- (g) Temporary layoff will be defined as a layoff of six weeks and not more than thirteen weeks which is required due to a reduction of the workload. When such layoff is required, the staff affected will be given thirty (30) calendar days advance notice. When such layoff is required the Association will be notified and a meeting will be held between the parties to discuss the reasons for the layoff.
- (h) Permanent layoff will be defined as a layoff that will exceed thirteen (13) weeks due to a reduction in the workload. Any nurse affected by such a layoff will be given sixty (60) calendar days notice. The Employer will comply with the provisions as outlined below in permanent and long term actual numbers.

- 10.12 In the event of a proposed layoff of permanent or long-term nature the Employer will:
- (a) Provide the Association with no less than two (2) months notice of such layoff and;
 - (b) Meet the Association to review the following:
 - i) The reasons causing the layoff;
 - ii) The service which the Employer will undertake after the layoff;
 - iii) Method of implementation including the areas of cutback and the nurses to be laid off; and,
 - iv) Any other alternatives.
 - (c) In the event of a cutback in service, which will result in displacement of staff, the Employer will provide the Association with two (2) months' notice. If requested, the Employer will meet with the Association Management Committee to review the reasons and expected duration of the cutback in service, realignments of service or staff and its effect on nurses in the bargaining unit.
 - (d) When an employee 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 may disqualify yourself from Employment Insurance payments according to their rules and Severance pay according to the *Employment Standards Act*.

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 ten (10) calendar days and notify nurses via voice mail prior to filling the position, in order that any interested nurse may apply. Nurses who wish to receive a copy of the job posting will have a copy faxed to them on request. 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 be covered by the team where teams exist. In the event that a branch does not have 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 branch.

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 branch. 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 employment 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 fifty (50) days per annum. No more than two (2) nurses shall be absent from duty at any one (1) time.

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.

- 12.04 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 the term of the position. This term can be extended to a second 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 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.

12.07 Professional and Education Leave

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

- (b) Professional leave without pay will be granted to nurses who are elected to the College of Nurses of Ontario or the Registered Nurses' Association of Ontario to attend their regularly scheduled meetings.

12.08 Jury/Witness Duty

If a nurse is required to serve as a juror in any court of law or is required to attend as a witness in a court proceeding in which the crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the nurse's duties with the Employer, the nurse will not suffer loss of regular pay (minimum 4 hours pay) from her regularly scheduled hours in that calendar day. The nurse will promptly notify the Employer upon notification that she will be required to attend, repay the amount (other than expenses) paid to her for such service or attendance to the Employer and present proof of service requiring her attendance.

If the nurse's regularly scheduled hours are for the evening, then attendance at jury/witness duty shall be deemed to cover that shift.

12.09 Bereavement Leave

Following a death in the nurse's immediate family, she shall be granted up to three (3) days off plus two (2) days for travelling if required. A member of her immediate family shall mean: brother, sister, spouse, child, mother, father, grandparent, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-parent, step-child, same sex partner, legal guardian, fiancée. The nurse shall receive her regular pay (minimum of 4 hours 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.

12.10 Pregnancy/Parental Leave

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

- (a) The service requirement for eligibility for pregnancy/parental leave shall be thirteen (13) weeks.
- (b) The nurse shall give written notification which shall include the expected date of return and a certificate from a legally qualified medical practitioner at least two (2) weeks in advance of the date of commencement of such a 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 unpaid parental leave in accordance with the provisions of the *Employment Standards Act*. 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 within the 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.

12.11

Prepaid Leave

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

- (a) The plan is available to nurses wishing to spread four (4) year's salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The nurse must make written application to the Executive Director or her designate at least six (6) months prior to the intended commencement date of the program (i.e.: the salary deferral portion), stating the intended purpose of leave.
- (c) Written applications will be reviewed by the Executive Director or her designate. Leaves requested for the purpose of pursuing further formal nursing education would 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 (1) 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 branch (i.e.: Employer and the 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 Executive Director or her designate. Deferred salary, plus accrued interest, if any, will be returned to the nurse, within a reasonable period of time.
- (m) If the nurse terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.
- (n) The Employer will endeavour to find a temporary replacement for the nurse as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the nurse as much notice as is reasonably possible. The nurse will have the option of remaining in the plan and rearranging the leave at a mutually agreeable time or of withdrawing from the plan and having the deferred salary, plus accrued interest, if any, paid out to her within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (o) The nurse will be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.

- (p) Final approval for entry into the pre-paid 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 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 pre-paid 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 (10) days thereafter, give written particulars of such censure to the nurse involved. Any letter of reprimand, suspension or other sanction will be removed from the record of a nurse eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such nurse's record has been discipline free for the immediately preceding twelve (12) months during which she has worked.
- 13.02 When any type of evaluation, performance appraisal, progress report or assessment related to job performance, nursing practise or other employment related matters with respect to any nurse, such nurse shall be given an opportunity to sign the document, indicate any areas of disagreement and shall also be provided with a copy of the document. Upon request, a nurse may review her file in the presence of her supervisor or designate with advance notice to the Employer.

ARTICLE 14 – HOURS OF WORK

- 14.01 The following provisions are intended to designate normal hours of work on a daily tour and normal hours of work over the nursing schedule and shall not be construed to be a guarantee of hours of work to be performed on each tour or during each work schedule.
- (a) The normal daily tour shall be seven and one-half (7.5) hours [four hundred and fifty (450) minutes inclusive of travel time], exclusive of unpaid meal breaks and inclusive of two (2) fifteen (15) minute paid rest periods.
 - (b) The normal hours of work shall not exceed 75 hours per two-week period.
 - (c) A nurse shall be scheduled a meal period at the approximate mid-point of her normal tour. A nurse shall be scheduled a rest period in each half ($\frac{1}{2}$) of a normal tour (for rest periods, a work assignment of 360 minutes or more qualifies for two (2) rest periods).

- (d) The daily and weekly hours of work for part-time nurses may vary from day to day and week to week, subject to Article 14.01 (b).
- (e) The scheduling of a part-time nurse for weekend work (i.e. 1 in 3 or 1 in 4) will be in accordance with current Collective Agreement provisions.
- (f) It is understood that casual nurses do not have normal hours of work.
- (g) The Employer agrees to schedule a nurse a minimum of three (3) hours of work on her tour of duty.

14.02 Day Visiting Nursing

The normal hours of work for the day visiting program have the majority of hours between 0830 hours and 1630 hours. If the caseload permits, the nurse may flex her start and stop time.

14.03 Evening Visiting Nursing

- (a) The normal hours of work for the evening visiting program have majority of hours between 1400 hours to 2200 hours. If the caseload permits, the nurse working this schedule may flex her start and stop time.
- (b) The nurses will be provided with their scheduled by 1400 hours. The employer will make a reasonable effort to provide such assignment by 1230 hours. Any employer initiated cancellation will be done by 1200 hours

14.04 Night Visiting Nursing

- (a) The normal hours of work for the night visiting program have the majority of hours between 2300 hours and 0800 hours. If the caseload permits, the nurse may flex her start and stop time.
- (b) The nurses will be provided with their assignment by 2100 hours and any Employer initiated cancellation will be done by 1830 hours.
- (c) There shall be appropriate communications from the regularly scheduled team meetings to the night nurses.
- (d) Shift premium shall be applied to all hours worked.

14.05 Scheduling

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

- (a) The work schedule shall be posted six (6) weeks in advance and shall cover a six (6) week period.
- (b) Any request for time off must be submitted in writing one (1) week in advance of the posting of the schedule.

- (c) There shall be no split tours scheduled by the Employer, unless mutually agreed. The Employer will ensure the mutual agreement is recorded in writing.
- (d) The approved-posted schedule shall provide a minimum of sixteen (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 tour on a posted work schedule shall not be changed by the Employer to other tours (i.e. days to evenings) without twenty-four (24) hours' notice. The employer will not exercise this clause in an arbitrary manner.
- (g) A request for an exchange of tours set out in the posted time schedule must be submitted in writing and signed by the nurses requesting the exchange. It is understood that such request for exchange shall not result in any premium payment and will not be unreasonably denied.

14.06

Weekend Duty

- (a) The scheduling of nurses for weekend duty shall be on a rotational basis. The Employer will schedule nurses to work according to the following: two (2) weekends in five (5), which includes three (3) weekends attached to a statutory holiday. Paid holiday weekends attached to a statutory holiday are included in the above commitments.
- (b) A nurse who is requested by the Employer to work a second consecutive weekend shall receive payment at time and one-half her regular hourly rate of pay for the first four hours worked on each day of the second consecutive weekend save and except where:
 - i) such weekend has been worked by a nurse to satisfy a specific schedule requested by the nurse;
 - ii) such nurse has requested weekend work or has volunteered to work the weekend; or
 - iii) such weekend is worked as a result of an exchange of tour(s) with another nurse.
- (c) A "weekend" shall be defined as commencing at 2400 hours on Friday and ending at 0800 hours on the following Monday.

14.07

Christmas/New Year's

- (a) In order to accommodate the Christmas/New Year's scheduling, normal scheduling provisions shall not operate during the period of December 15th to January 9th (first weekend after New Year).

- (b) A part-time nurse shall not be scheduled to work both Christmas and New Year's unless agreed otherwise.
- (c) A nurse who works Christmas shall be scheduled to be off for at least five (5) consecutive days over New Year's and vice versa. Such days shall be provided through a combination of designated holidays and regularly scheduled days off, mutually agreed between the employee and the Employer.
- (d) Christmas time shall include Christmas Eve Day, Christmas Day and Boxing Day.
- (e) New Year's time shall include New Year's Eve Day and New Year's Day.
- (f) Requests for vacation time over the Christmas or New Year period shall be granted where staffing levels allow for such absence. Such requests shall not be unreasonably denied.

14.08 Availability of Part-time Nurses

- (a) Part-time nurses will be scheduled for up to three (3) tours per week. The number of tours shall not be construed to be a guarantee of hours of work to be performed on each tour and during each work schedule;
- (b) Weekend schedule as listed in Article 14.06 unless a nurse requests weekend work.
- (c) Designated holidays shall be equitably distributed among the part-time nurses in the bargaining unit.
- (d) Up to five (5) tours over Christmas or New Years.

14.09 Cancellations Guidelines

- (a) In the event that work is not available for a scheduled part-time nurse, then that nurse will have first [1st] consideration for any extra work of up to equal length that may have arisen within her own team (such as sick leave replacement).

If such work within her own team is not available, she will have the option of displacing the most junior nurse within the branch and she will be responsible for all travel costs to that assignment. This displacement will occur on the same tour, same day, same program.
- (b) The 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 V.O.N. voice mail or pager (where applicable) or left with the answering service.
- (c) Any nurse so displaced in (a) above shall be notified of her cancellation immediately. Such cancellation shall not impose a requirement for minimum pay. Such displacement is not considered a layoff and is not an Employer cancellation.

- (d) Twelve (12) hours notice of cancellation initiated by the employer shall be required to cancel any scheduled day tour.
- (e) 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.

Cancellation Pay

Where a nurse's tour is cancelled with less than eight (8) hours notice, due to a reduction in caseload, she shall be paid one and one-half (1½) her regular rate of pay on the next tour. Nurses will be cancelled in reverse order of seniority. Nurses being cancelled will be contacted by the Employer.

In the event that a nurse cannot be reached by phone, a message will be documented in addition to being left on the nurse's voice mail. Such cancellations will not be considered layoffs.

14.10 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 bi-weekly period. This reassignment will be considered temporary. Should the workload return to its previous level on her original team the nurse will return to her previous team.

ARTICLE 15 – PAID HOLIDAYS

15.01 The following holidays will be recognized as paid holidays:

New Years Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
July 1	

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

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

15.04 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.

15.05 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.

15.06 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.

15.07 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.

15.08 Any paid holiday lieu days will be added to the employee’s compensatory time bank and taken in accordance with Article 21.01(b)

15.09 Part-time Holiday Pay

It is understood and agreed that holiday pay is included within the percentage in lieu.

ARTICLE 16 – VACATIONS

16.01 A full-time nurse shall be granted vacation with pay as follows:

- (a) Less than one (1) year of full-time continuous service – one point two five (1.25) days per month of full time continuous service;
- (b) One (1) or more years, but less than three (3) years of full time continuous service – three (3) weeks;
- (c) Three (3) or more years but less than fifteen (15) years of full time continuous employment – four (4) weeks;
- (d) Fifteen (15) or more years but less than twenty-five (25) years of full time continuous employment – five (5) weeks;
- (e) Twenty-five (25) or more years of full time continuous employment six (6) weeks.

16.02 Part-time nurses shall be entitled to vacation pay in the following manner:

two (2) week entitlement	-	4% of gross earnings
three (3) week entitlement	-	6% of gross earnings
four (4) week entitlement	-	8% of gross earnings.

16.03 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.

- 16.04 When a nurse's employment is terminated by the Employer for any reason, full payment for vacation earned, but not taken, will form part of such nurse's termination. If vacation has been received by the nurse over and above the vacation she is entitled to pursuant to the terms of this agreement, there shall be deducted from the salary of the nurse or refunded to the Employer by the nurse an equal amount equivalent to the pay for vacation received without entitlement.
- 16.05 Requests for prime time summer vacation (July and August) shall be submitted in writing by April 1st. The Employer will post the approved vacation schedule by May 1st., and fax a copy to any nurse who so requests. All other vacation requests shall be submitted in writing at least one (1) month in advance, and the Employer shall reply to the request in writing within one (1) week.
- 16.06 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) A nurse may not change her authorized vacation time without a written request from the nurse and the prior approval of the Employer.
 - (i) The winter school break vacation shall be rotated among interested nurses.
 - (j) 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.
 - (k) Vacation may not be carried over from one (1) fiscal year to the next, except that a maximum of five (5) days may be carried over, with the written permission of the Executive Director or her designate.

ARTICLE 17 – SICK LEAVE

- 17.01 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.
- 17.02 (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.
- 17.03 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.
- 17.04 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.
- 17.05 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 re-join the full-time staff without a break in service.
- 17.06 Modified Work
- (a) The Employer will notify the Local Nurses' Association of the names of all nurses off work due to work related injury (whether or not the nurses are in receipt of Workplace Safety Insurance Benefits) and those on LTD by the 15th of each month.
- (b) A modified work program may be made available for nurses returning from illness or injury compensable under the WSIB Act or LTD.
- (c) The Employer will notify the local nurses' Association of the name of any nurse returning to work on a modified/light/alternate work program.
- (d) Prior to any nurse returning to work on a modified/light/alternate work program, the Employer will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the Local Executive to negotiate a back-to-work program for the nurse. The unavailability of a staff representative of the Association shall not delay such meeting.
- (e) The Employer agrees to provide the nurse with a copy of the WSIB (Workplace Safety Insurance Board), Form 7, at the same time it is sent to the Board.

ARTICLE 18 – PENSION AND GROUP BENEFITS

- 18.01 A VON 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.

18.02 During the term of this agreement, current benefits apply subject to 18.03.

The Employer shall contribute towards 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) Ontario Health Insurance Plan

One hundred percent (100%) of the billed premium towards 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 of a group life insurance plan available to full-time nurses. The coverage will amount to two (2) times the nurse's annual salary and will include Accidental Death and Dismemberment coverage.

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 towards coverage of eligible nurses in the active employ for the Extended Health Care Benefits as provided under the VON National Group Insurance Plan, provided that the balance of the premium is paid by each nurse through payroll deductions.

(d) Dental Plan

Fifty percent (50%) of the billed premium towards coverage of eligible nurses in the active employ of the VON for the dental benefits as provided under the VON National Group Insurance Plan (Flex Plan A), provided that the balance of the premium is paid by each nurse through payroll deductions.

(e) Long-term Disability

Full-time nurses have access to the National Long-term Disability Plan, subject to its terms and conditions on the basis of one hundred percent (100%) employee paid premiums.

- 18.03 The Employer may substitute another carrier for any of the foregoing plans (other than OHIP) provided that the level of benefits conferred thereby are not decreased. The Employer will advise the Association of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.
- 18.04 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.
- 18.05 In the case of unpaid leaves of absence because of maternity or parental leave or when a nurse is in receipt of Workers' Compensation benefits, the Employer will continue to pay its share of the subsidized employee benefits for a maximum of thirty-five (35) weeks in the case of pregnancy/parental benefits, unless the nurse indicates in writing that she does not wish to continue her participation in the benefit plans, and for a maximum of one (1) year in the case of Workers' Compensation benefits unless the nurse does not pay her share of the contributions.

ARTICLE 19 – SKILLS DEVELOPMENT AND TRAINING

- 19.01 The Employer and the Association recognize their joint responsibility and commitment to provide and participate in the professional development of staff.
- 19.02 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.
- 19.03 The parties may also attempt to negotiate with local educational institutions to provide specific courses and/or discounts to meet educational needs of nurses.
- 19.04 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.
- 19.05 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 branch area where the skill is required.
- 19.06 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). When a nurse is on duty and required to attend any in-service programme, during her regularly scheduled working hours, she shall suffer no loss of regular pay.

When a nurse is required by the Employer to attend courses outside of her regularly scheduled working hours she shall be paid for all time spent in attendance at such courses at her regular straight-time hourly rate of pay.

19.07 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.

19.08 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 20 – MISCELLANEOUS

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

20.02 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.

20.03 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.

20.04 Each nurse shall keep the Employer informed of changes to relevant employment information.

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

20.06 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.

20.07 Incident Debriefing

The Employer agrees to provide one (1) hour of paid time for a support meeting for critical incident debriefing if requested by the nurse(s).

ARTICLE 21 – OVERTIME AND PREMIUM PAYMENTS

21.01 (a) All time worked in excess of seven and one-half (7.5) hours in a day or seventy-five (75) hours in a two (2) week period shall be considered overtime. Overtime shall be subject to the following conditions:

- i) Any work assigned by the Employer to a part-time nurse in excess of seven and one half (7½) hours or four-hundred fifty (450) minutes will be considered overtime subject to premium payment.
 - ii) Time up to and including fifteen (15) minutes shall not be counted.
- (b) Where a nurse works overtime as set out above, the nurse shall be paid either one and one half (1½) times the nurse's regular straight time hourly rate for the overtime worked, or compensatory time off (where applicable) at one and one-half (1½) times in lieu. At the beginning of each fiscal year the nurse will indicate in writing her choice of compensation for overtime worked or time off in lieu of payment. Compensatory time must be taken as time off, at a time mutually agreeable to the employee and the Employer, within three (3) months of being earned if possible. Any compensatory time owing to a nurse at the end of the fiscal year shall be paid out in the first pay period following the end of the fiscal year. Overtime premium shall not be duplicated for the same hours worked, nor shall overtime be pyramided with any other premiums payable.

"Nothing herein will disentitle a nurse to payment of the normal shift premium and/or weekend premium provided herein".

21.02 Call-in/Call-back/Call Out

Where a nurse is called in to work outside her regularly scheduled working hours, or where a nurse is called back from standby, she shall receive time and one-half (1½) her regular straight time hourly rate for all hours worked with a minimum guarantee of three (3) hours pay at her regular straight time hourly rate except to the extent that such three (3) hour period overlaps or extends into her regularly scheduled shift.

In such a case, she will receive time and one-half (1½) her regular straight time hourly rate for actual hours worked up to the commencement of her regular shift.

21.03 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 three dollars and fifty cents (\$3.50) per hour for the period.

21.04 Shift Premium

When a nurse is assigned to work on the evening or night tour, she shall be paid a premium for all hours worked where the majority of the hours worked fall between 1630 hours and 0830 hours of one dollar (\$1.00) per hour.

21.05 Weekend Premium

When a nurse is assigned to work on a weekend, she shall be paid a premium of one dollar and forty-five cents (\$1.45) for all hours worked between 2400 hours Friday and 2400 hours Sunday. Such premium shall not apply to part-time nurses who are hired to work exclusively on weekends.

21.06 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.

ARTICLE 22 – TRANSPORTATION ALLOWANCE

- 22.01 (a) Effective the beginning of the first full pay period following ratification, nurses who are required to use their own vehicle shall be paid at thirty-eight (0.38) cents per kilometre.
- (b) The Employer will pay the cost of any towing for accidents, which occur while the employee is on V.O.N. business.

It is understood that the nurse's first client's home or the office in the area as determined from time to time by the Employer, is considered to be the start point for the purpose of calculating such payment. All nurses shall co-operate with the Employer by providing details about such travel.

ARTICLE 23 – COMPENSATION

- 23.01 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.

23.02 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. The nurse shall co-operate with the Employer by providing verification of such previous experience in writing from previous Employers during the probationary period. No credit shall be given where the nurse has not been actively nursing within the immediately preceding last three (3) 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 retroactive to the date of hire. Such placement shall be on the basis of one (1) increment for each year of nursing experience to the top of the wage grid.

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, with supporting documentation, within thirty (30) days of ratification. For greater clarification, this movement shall not be retroactive.

- 23.03 An annual increment shall be effective on each nurse's anniversary date of employment and after each fifteen hundred (1,500) regular hours paid in the case of part-time nurses.
- 23.04 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.
- 23.05 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 and shall receive credit for all hours worked towards the next increment level.
- 23.06 A part-time nurse who is temporarily replacing a full-time nurse shall continue to be treated as a part-time nurse.
- 23.07 Percentage in Lieu
- (a) In lieu of the benefits set out in Article 17 and 18, part-time and casual nurses shall receive eight percent (8%) of their regular straight time hourly rate. Such amount 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.
 - (b) It is understood and agreed that holiday pay is included within the percentage in lieu.
 - (c) 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%).
- 23.08 The Employer shall provide each employee annually with a Canada Revenue Service T2200R form to allow them to claim personal income tax deductions as may be applicable for home offices.

ARTICLE 24 – PROFESSIONAL RESPONSIBILITY

- 24.01 In the event that the Employer assigns a number of clients or a workload to an individual or a 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 client care, she or they shall:
- (a) Subject the complaint to the immediate supervisor forthwith.
 - (b) Failing settlement, she may complain in writing to the Association Management Committee within fifteen (15) calendar days of the alleged improper assignment.
 - (c) The Chairperson of the Labour-Management Committee shall convene a meeting of the Labour-Management Committee within ten (10) calendar days of the filing of the complaint.
 - (d) The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.


ARTICLE 25 DURATION

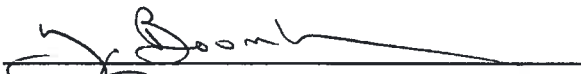
- 25.01 This Agreement shall continue in effect until and shall remain in effect until March 31, 2010 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.
- 25.02 Notice that amendments are required or that either party desires to terminate this agreement may only be given within a period of ninety (90) days prior to the expiration date of this agreement or to any anniversary of such expiration date.
- 25.03 All terms of the collective agreement shall become effective upon date of ratification by both parties to the agreement unless specifically stated otherwise in the agreement. Salary rates shall be effective on the dates and in the amounts stipulated in Appendix A.


SIGNING PAGE

Dated at Huntsville, Ontario, this 21 day of April, 2009.

FOR THE EMPLOYER








FOR THE UNION



Labour Relations Officer




APPENDIX "A"

WAGES

Registered Nurses

Effective

	<u>April 1, 2008</u>	<u>Oct. 1, 2008</u>	<u>April 1, 2009</u>
Level 1	21.98	22.42	22.98
Level 2	22.84	23.29	23.88
Level 3	24.05	24.53	25.14
Level 4	25.23	25.73	26.37
Level 5	26.42	26.95	27.63
Level 6	27.92	28.48	29.19
Level 7	29.41	30.00	30.75
Level 8	30.91	31.53	32.32
Level 9	32.41	33.06	33.89

	<u>Oct. 1, 2009</u>	<u>March 31, 2010</u>
Level 1	23.44	23.90
Level 2	24.35	24.84
Level 3	25.64	26.16
Level 4	26.90	27.44
Level 5	28.18	28.74
Level 6	29.78	30.37
Level 7	31.36	31.99
Level 8	32.97	33.63
Level 9	34.56	35.25

LETTER OF UNDERSTANDING

Between:

VICTORIAN ORDER OF NURSES'
NORTH BAY Huntsville office
(hereinafter referred to as the "Employer")

And:


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

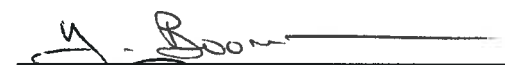
Re: Violence in the Workplace


The employer will review at the Joint OH & S Committee any practices concerning the management of violent behaviour from clients or staff toward employees. The parties will work toward written policies that would include identifying potential violent situations before hand wherever possible, designing safe practices and procedures for the employees, providing adequate training regarding the policies, reporting all incidents to the Committee, the Executive Director and where deemed appropriate, to the police.

Dated at Huntsville, Ontario, this 21 day of April, 2009.


FOR THE EMPLOYER




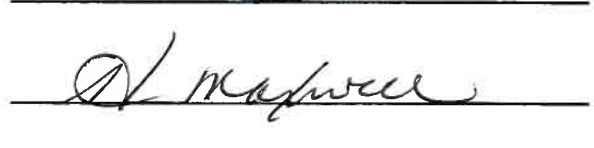




FOR THE UNION



Labour Relations Officer




LETTER OF UNDERSTANDING

Between:

VICTORIAN ORDER OF NURSES'
NORTH BAY Huntsville office
(hereinafter referred to as the "Employer")

And:

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

Re: Wage and Mileage Compensation

Where as both parties are committed to enhancing the working conditions of community nurses, should the Federal, Provincial, Municipal governments and/or the Community Access Centres come forward with any increased compensation for wages and or mileage the parties will meet within thirty (30) days of the funding announcement to determine the distribution of said funding to the nurses employed by the VON North Bay Branch - Huntsville.

Dated at Huntsville, Ontario, this 21 day of April, 2009.

FOR THE EMPLOYER

FOR THE UNION

Handwritten signatures for the Employer: Lynn, J. Brown, and T. Papang.

Handwritten signatures for the Union: Judy Bunn (Labour Relations Officer), and A. Maxwell.

LETTER OF UNDERSTANDING

Between:

**VICTORIAN ORDER OF NURSES' CANADA – ONTARIO BRANCH
NORTH BAY HUNTSVILLE OFFICE SITE
(hereinafter referred to as the "Employer")**

And:

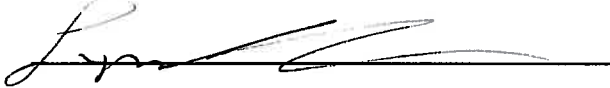
**ONTARIO NURSES' ASSOCIATION
(hereinafter referred to as the "Association")**


Re: Time per Visit (TPV)


The parties acknowledge that efficiencies can be achieved in client service delivery and that they will work together to lower the time per visit per client. To this end a TPV review committee shall be struck consisting of two (2) representatives from the bargaining unit and two (2) management representatives to review TPV and to recommend and implement strategies to meet reasonable TPV targets. During the term of this Collective Agreement the target will be to lower the average TPV by a minimum of five (5) sustainable minutes.

Dated at Huntsville, Ontario, this 21 day of April, 2009.


FOR THE EMPLOYER




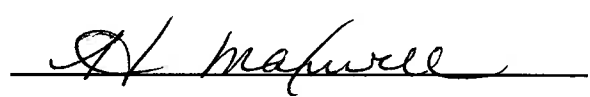




FOR THE UNION



Labour Relations Officer




APPENDIX "D"

GRIEVANCE REPORT

ONTARIO NURSES' ASSOCIATION ASSOCIATION DES INFIRMIÈRES ET INFIRMIERS DE L'ONTARIO GRIEVANCE REPORT / RAPPORT DE GRIEF			
ONA LOCAL SECTION / LOCALE DE L'AIIO GRIEVOR / PLAIGNANTE DEPARTMENT / SERVICE	EMPLOYER / EMPLOYEUR GRIEVANCE NO / N° DU GRIEF	STEP / ÉTAPE 1. 2. 3.	DATE SUBMITTED TO EMPLOYER / DATE DE SOUMISSION À L'EMPLOYEUR
NATURE OF GRIEVANCE AND DATE OF OCCURRENCE / NATURE DU GRIEF ET DATE DE L'ÉVÈNEMENT			
SETTLEMENT REQUESTED / RÉGLEMENT DEMANDÉ			
SIGNATURE OF GRIEVOR / SIGNATURE DE LA PLAIGNANTE		SIGNATURE OF ASSOCIATION REP / SIGNATURE DE LA REP DE L'AIIO	
STEP ONE / PREMIÈRE ÉTAPE ▶	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION / DATE DE RÉCEPTION DU SYNDICAT DATE SUBMITTED TO THE UNION / DATE DE SOUMISSION AU SYNDICAT SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE / SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR	
STEP TWO / DEUXIÈME ÉTAPE ▶	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION / DATE DE RÉCEPTION DU SYNDICAT DATE SUBMITTED TO THE UNION / DATE DE SOUMISSION AU SYNDICAT SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE / SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR	
STEP THREE / TROISIÈME ÉTAPE ▶	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION / DATE DE RÉCEPTION DU SYNDICAT DATE SUBMITTED TO THE UNION / DATE DE SOUMISSION AU SYNDICAT SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE / SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR	
ON-09 REV. 01/2000 DISTRIBUTION 1. BLACK - EMPLOYER 2. BROWN - ONA 3. BLUE - LOCAL ASSOCIATION 4. GREEN - GRIEVOR DISTRIBUTION 1. NOIR - EMPLOYEUR 2. BRUN - AIIO 3. BLEU - ASSOCIATION LOCALE 4. VERT - PLAIGNANTE			

APPENDIX "E"
ONA PROFESSIONAL RESPONSIBILITY

**ONA PROFESSIONAL RESPONSIBILITY - WORKLOAD REPORT FORM
GUIDELINES AND TIPS ON ITS USE**

NOTIFICATION OF IMPROPER WORK ASSIGNMENT

The parties have agreed that patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating workloads and fluctuating staffing are resolved in a timely and effective manner. The Collective Agreement provides a problem solving process for nurses to address concerns relative to patient care. This report form provides a tool for documentation to facilitate discussion and to promote a problem-solving approach.

THE FOLLOWING IS A SUMMARY OF THE PROBLEM SOLVING PROCESS AS OUTLINED IN THE COLLECTIVE AGREEMENT. PRIOR TO SUBMITTING THE WORKLOAD REPORT FORM, PLEASE FOLLOW ALL STEPS AS OUTLINED IN THE COLLECTIVE AGREEMENT.

STEPS IN PROBLEM SOLVING PROCESS

- 1) **At the time the workload issue occurs**, discuss the matter within the Unit/Area/Program to develop strategies to meet patient care needs using current resources. If necessary, using established lines of communication, seek immediate assistance from an individual identified by the Employer (e.g. team leader/charge nurse/co-ordinator/supervisor) who has responsibility for timely resolution of workload issues.
- 2) Failing resolution of the workload issue at the time of the occurrence, discuss the issue with your Manager (or designate) on the Manager's or designate's next working day.
- 3) If no satisfactory resolution is reached during steps (1) and (2) above, then you may submit a professional responsibility workload report form to the Employer-Association Committee within fifteen (15) calendar days of the alleged improper assignment. (SEE REVERSE SIDE.)
- 4) As per the Collective Agreement, the Employer-Association Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
- 5) If the issue is not resolved at the meeting in (4) above, the form may be forwarded to an Independent Assessment Committee within the requisite number of days of the meeting in (4) above, as outlined in your Collective Agreement.
- 6) The Association and the Employer may mutually agree to extend the time limits for referral of the complaint at any stage of the complaint procedure.

TIPS FOR COMPLETING THE FORM

- 1) Review the form before completing it so you have an idea of what kind of information is required.
- 2) Print legibly and firmly as you are making multiple copies.
- 3) Use complete words as much as possible. Avoid abbreviations.
- 4) As much as possible, you should report only facts about which you have first-hand knowledge. If you use second-hand or hearsay information, identify the source if permission is granted.

5) Identify the CNO standards of practice/policies and procedures you feel you were unable to meet.

**LIGNES DIRECTRICES ET CONSEILS POUR LE FORMULAIRE DE RAPPORT
DE LA SURCHARGE DE TRAVAIL - RESPONSABILITÉ PROFESSIONNELLE A.I.I.O.**

6) Do not, under any circumstances, identify patients/residents.

Les parties conviennent que les soins aux patients se trouvent améliorés lorsque les problèmes concernant la pratique professionnelle, l'état de santé des patients, les fluctuations de la charge de travail et des effectifs sont solutionnés de manière prompte et efficace. La convention collective fournit aux infirmières une méthode de résolution de problème en permettant un dialogue sur la question de la qualité des soins prodigués aux patients/residents. Ce formulaire de rapport sert d'outil de documentation en facilitant la discussion et encourageant une méthode active de résolution.

CE QUE SUIT EST UN SOMMAIRE DE LA MÉTHODE DE RESOLUTION DE PROBLÈME TELLE QU'ÉCRITE DANS LA CONVENTION COLLECTIVE. AVANT DE SOUMETTRE LE FORMULAIRE DE RAPPORT SUR LA SURCHARGE DE TRAVAIL, VEUILLEZ SUIVRE TOUTES LES ÉTAPES CONFORMEMENT À LA CONVENTION COLLECTIVE.

ÉTAPES À SUIVRE POUR LA MÉTHODE DE RÉOLUTION DE PROBLÈME

- 1) **Au moment de l'occurrence de la surcharge de travail**, discutez-en parmi vos pairs de l'Unité/du Service/du Programme afin de réévaluer les tâches et les effectifs présents pour répondre aux exigences de soins à prodiguer. Si nécessaire, prévenez immédiatement votre gestionnaire responsable présent en l'informant de la situation et des besoins requis pour solutionner la problématique de façon prompte et efficace.
- 2) Advenant l'échec d'un règlement à l'étape 1, abordez la question avec votre directrice des soins (ou autre personne désignée à cette fonction) dès son retour au travail.
- 3) Si les étapes (1) et (2) ci-dessus ne sont pas corrigées à votre satisfaction, vous pouvez soumettre le formulaire de rapport de la surcharge de travail au comité Patronal/Syndical dans les quinze (15) jours civils suivant la date de l'événement conflictuel. (VERSO)
- 4) Conformément à la convention collective, le comité Patronal/Syndical révisera la plainte et tentera de solutionner la situation.
- 5) À défaut de résoudre la plainte lors de la réunion du comité (4) ci-dessus, le formulaire peut être acheminé à un comité d'évaluation indépendant en autant que les délais requis pour l'envoi soit respectés selon les termes prescrits par la convention collective.
- 6) Les parties Patronale et Syndical peuvent convenir mutuellement de prolonger les délais d'envoi de la plainte à toutes les étapes de la méthode de résolution de problème.

CONSEILS POUR COMPLÉTER CE FORMULAIRE

- 1) Réviser le formulaire avant de le compléter afin de vous aider à identifier la nature de l'information requise.
- 2) Écrivez lisiblement et en appuyant fermement afin d'obtenir des copies de bonnes qualités.
- 3) Employez des mots complets autant que possible. Évitez les abréviations.
- 4) Rapportez les faits dont vous avez été témoin. Si vous fournissez de l'information venant d'une autre personne ou divulguée par oui-dire, identifiez votre source en autant que la personne soit consentante.
- 5) Identifiez les normes de pratique, les politiques et procédures de l'Ordre des infirmiers et infirmières de l'Ontario qui, à votre avis, n'ont pas été respectés du à la surcharge de travail.
- 6) Respectez la confidentialité, n'identifiez ni les patients, ni les résidents.

(Please Print / Lettres Moutées S.V.P)

SECTION 1: GENERAL INFORMATION / GÉNÉRALITÉS

Name(s) of Employee(s) Reporting / Nom(s) des Employé(e)(s): _____

Employer: _____ Unit/Area/Program: _____
 Employeur: _____ Unité/Service/Secteur: _____

Date of Occurrence: _____ Time: _____ 7.5 Hr. Shift 11.25 Hr. Shift
 Date de l'Évènement: _____ Heure: _____ Quart de 7,5 hre Quart de 11,25 hre

Name of Supervisor: _____ Date/Time Submitted: _____
 Nom du Surveillant: _____ Date et heure de soumission: _____

SECTION 2: DETAILS OF OCCURRENCE / DÉTAILS DE L'ÉVÈNEMENT

Provide a concise summary of the occurrence / Faites une brève description de la situation: _____

Check One / Cochez une seule case: Is this an isolated incident? / Est-ce un incident isolé? An ongoing problem? / Une situation perpétuelle?

SECTION 3: WORKING CONDITIONS / CONDITIONS DE TRAVAIL

In order to effectly resolve workload issues, please provide details about the working conditions at the time of occurrence by providing the following information:
 Pour régler efficacement les questions concernant la surcharge de travail, veuillez fournir les détails sur les conditions de travail au moment de l'évènement avec les informations suivantes:

# Regular Staff / # Effectif permanent:	<input type="checkbox"/> RN / I.A.	<input type="checkbox"/> RPN / IAA	<input type="checkbox"/> Unit Clerk / Commis d'unité	<input type="checkbox"/> Service Support / Personnel de soutien
# Actual Staff / # Effectif réel:	<input type="checkbox"/> RN / I.A.	<input type="checkbox"/> RPN / IAA	<input type="checkbox"/> Unit Clerk / Commis d'unité	<input type="checkbox"/> Service Support / Personnel de soutien
Agency / Registry RN / LA. d'agence-registre:	<input type="checkbox"/> Yes / Oui	<input type="checkbox"/> No / Non	<input type="checkbox"/> How many? / Combien? _____	
Junior Staff* / Effectif junior*:	<input type="checkbox"/> Yes / Oui	<input type="checkbox"/> No / Non	<input type="checkbox"/> How many? / Combien? _____	
RN Staff Overtime / Effectif I.A. Hr Supp.:	<input type="checkbox"/> Yes / Oui	<input type="checkbox"/> No / Non	<input type="checkbox"/> If yes, how many staff? Si oui, combien de personnel? _____	Total Hours / Hres totales _____

* as defined by your unit/area/program / *selon la définition de votre unité/service/secteur.

If there was a shortage of staff at the time of the occurrence, (including support staff) please check one or all of the following that apply:
 S'il y avait une pénurie de personnel au moment de l'évènement, (y compris personnel de soutien) veuillez cocher les case qui s'appliquent à la situation:

Absence/Emergency Leave / Absence/Congé d'urgence Sick Call(s) / Maladie(s) Vacancies / Postes vacants

SECTION 4: PATIENT CARE FACTORS CONTRIBUTING TO THE OCCURRENCE / FACTEURS SUR LES SOINS AUX PATIENTS QUI ONT CONTRIBUÉ À L'ÉVÈNEMENT

Please check off the factor(s) you believe contributed to the workload issue: / Veuillez cocher le(s) facteur(s) qui, selon vous, ont contribué à la question de surcharge de travail:

Change in patient acuity. Provide details: _____
 Changement de l'état de santé des patients. Expliquez: _____

Shortage of beds / Manque de lits Patient census at time of occurrence: _____
 Recensement des patients au moment de l'évènement: _____

Number of Admissions: _____ Number of Discharges / Nombre de congés: _____
 Nombre d'admissions: _____

Lack of equipment/ malfunctioning equipment. Please specify: _____
 Manque d'équipement / équipement défectueux. Veuillez préciser: _____

Visitors/Family Members / Visiteurs/Membre de famille

Non-nursing Duties: (Please Specify) / Tâches non liés aux soins infirmiers: (Veuillez préciser)

Other: (Please specify) / Autre: (Veuillez préciser)

SECTION 5: REMEDY /RÈGLEMENT

(A) At the time the workload issue occurred, did you discuss the issue within the unit/area/program? Yes / Oui No / Non
 Au moment où la question de la surcharge de travail s'est présentée, en avez-vous discuté au sein de l'unité/du service/du programme?

Provide Details: / Expliquez: _____

Was it resolved? / A-t-elle été résolue? Yes / Oui No / Non

(B) Failing resolution at the time of the occurrence, did you seek assistance from the person designated by the employer as having responsibility for timely resolution of workload issues? Yes / Oui No / Non
 Advenant l'incapacité à régler la situation présente de la surcharge de travail, avez-vous cherché l'aide de votre supérieur immédiat pour une solution rapide de la questions?

Provide Details: / Expliquez: _____

Was it resolved? / A-t-elle été résolue? Yes / Oui No / Non

(C) Did you discuss the issue with your manager (or designate) on her/his next working day? Yes / Oui No / Non
 Avez-vous discuté de la question avec votre directrice (ou désignée) lors de son retour au travail?

Provide Details: / Expliquez: _____

Was it resolved? / A-t-elle été résolue? Yes / Oui No / Non

SECTION 6: RECOMMENDATIONS / RECOMMANDATIONS

Please check-off one or all of the areas you believe should be addressed in order to prevent similar occurrences:
 Veuillez cocher les cases ci-dessous que vous croyez qu'il faut aborder pour empêcher la répétition de ces événements:

- Inservice / Perfectionnement prof. Orientation / Orientation Review nurse/patient ratio / Revisez le rapport infirmière/patient
- Change unit lay-out/Changez la disposition de l'unité Float/casual pool / Groupe occasionnel/volant Review policies & procedures / Revisez politiques et procédures
- Change Start/Stop times of shift(s). Please specify:
 Changement d'heure d'entrée/de fin de quart de travail. Veuillez préciser: _____
- Review Workload Measurement Statistics Perform Workload Measurement Audit
 Revisez les statistiques de mesure de la charge de travail Exécutez une vérification de l'outil de mesure de la charge de travail
- Adjust RN staffing Adjust support staffing Replace sick calls
 Ajustez les effectifs d'I.A. Ajustez les effectifs en personnel de soutien Remplacez les personnes absentes à cause de maladie
- Equipment (Please specify): / Équipement (Veuillez préciser): _____
- Other: / Autre: _____

SECTION 7: MANAGEMENT COMMENTS / COMMENTAIRES DE LA DIRECTION

Please provide any information/comments in response to this report, including any actions taken to remedy the situation, where applicable:
 Veuillez fournir toutes les informations et commentaires en réponse à ce rapport, y compris toute action prise pour corriger la situation, si applicable:

Management Signature: / Signature de la direction: _____ Date/Date: _____

SECTION 8: EMPLOYEE SIGNATURES / SIGNATURES DES EMPLOYÉES

I/We do not believe the response adequately addresses our concerns. I/We therefore request these concerns be forwarded to the Employer-Association Committee in accordance with the collective agreement.
 Je crois/Nous croyons que les mesures prises sont insuffisantes pour régler la situation. Je demande/Nous demandons donc que la question soit portée devant le comité Patronal/Syndical en conformité avec la convention collective.

Signature: / Signature: _____ Phone No.: / N° de tél: _____

Signature: / Signature: _____ Phone No.: / N° de tél: _____

Signature: / Signature: _____ Phone No.: / N° de tél: _____

Date Submitted: / Date de soumission: _____

(1) Manager/Chief Nursing Officer (or designate) / (1) Directrice/Infirmière en chef (ou désignée)