The parties agree that the items in agreement signed off between the parties on March 2, 2021 replace any similar articles in the existing Collective Agreement.

The parties further agree that article numbering and article references will be added/amended while finalizing the collective agreement.

DATED this 2 day of March 2021.

ON BEHALF OF THE
ONTARIO NURSES’ ASSOCIATION:

[Signatures]

ON BEHALF OF
VON CANADA:

[Signatures]
Housekeeping Changes

Toronto York Peel

Add former 12.10 from Collective Agreement expiring 2018 to Article 14.10 unless amended further in bargaining.

12.10  (a) The Employer will make a reasonable effort to schedule senior nurses for full shifts. If a senior nurse is assigned to work less than a full shift, she/they shall, subject to reasonable considerations of specific client needs, travel and mandatory continuity standards, be assigned visits (up to a full day) from the work lists of less senior nurses scheduled to work that day, starting with the least senior nurse, and going in the reverse order of seniority.

(b) If it is not possible to assign a senior nurse to work a full shift, the nurse will be paid for all hours worked and may utilize compensatory time or vacation credits to provide a full day's pay or elect to take the time off without pay.

(c) The parties agree that the operation of Article 12.10 14.10 does not constitute a layoff.

Add former 17.02 from Collective Agreement expiring 2018 to new Article 24.04 unless amended further in bargaining.

17.02  Previous Experience Credit

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

Add former 17.04 and 17.05 from Collective Agreement expiring 2018 to new Article 24.05 unless amended further in bargaining.

17.04  Full-Time Grid Advancement

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

17.05  A part-time and a casual nurse shall advance from her/their present level to the next level set out in the wage grid after fifteen hundred (1500) hours worked.
Add former 17.03 from Collective Agreement expiring 2018 to new Article 24.06 unless amended further in bargaining.

17.03  New Classifications

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

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

Add former 17.06 from Collective Agreement expiring 2018 to new Article 24.07 unless amended further in bargaining.

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

Add former 19.01 (a), (b), and (c) from Collective Agreement expiring 2018 to Article 19.06 unless amended further in bargaining.

19.01  (a) The Employer will notify the local union of the names of all employees off work due to a work-related injury (whether or not the employees are in receipt of WSIB benefits) and those on LTD by the 15th of each month.

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

(c) The Employer agrees to provide the employee and the local union a copy of the WSIB Form 7 at the same time it is sent to the Board.

Durham

Add former 20.08 from Collective Agreement expiring 2018 to Article 19.06 unless amended further in bargaining. Renumber remainder of Article.

20.08  Workplace Accommodation

The Employer and the Union are committed to a consistent, fair, approach to restoring injured employees or employees recovering from a disability to work, and to meeting the party’s responsibilities under the law.

(a) The Employer will notify the President of the Local Nurses’ Association of the names of all nurses off work due to a work-related injury (whether or not the nurses are in receipt of WSIB Benefits) and those on LTD by the 15th of each month.
(b) When it has been medically determined that a nurse is unable to return to the full duties of her their position due to a disability or injury, the Employer will notify and meet with a member of the Local Executive and employee, and, if necessary, a staff representative of the Ontario Nurses’ Association to discuss the circumstances surrounding the nurse’s return to suitable work.

(c) The Employer agrees to supply the nurse with a copy of the Workplace Safety and Insurance Board’s Form 7 (Employer’s Report of Accidental Injury or Industrial Disease).

(d) In order to enable a nurse to return to work following a long-term illness or disability, job posting requirements may be waived when the appropriate vacancy arises.

(e) The Employer may permanently fill the position of a nurse who is in receipt of WSIB Benefits or on LTD in excess of 18 months subject to the provisions of the Human Rights Code and the duty to accommodate.

Add former 23.01 from Collective Agreement expiring 2018 to new Article 23.01 unless amended further in bargaining.

23.01 Kilometre Allowance

A kilometre rate which will be the VON corporate rate but no less than forty-two cents ($0.42) per kilometre will be paid for all kilometres driven by a nurse commencing from the home of her their first client each day or from the branch office and terminating at the home of her their last client or the branch office.

The Employer will provide each nurse with a form T2200 if she they requests it.

Add former 24.02 from Collective Agreement expiring 2018 to new Article 24.05 unless amended further in bargaining.

24.02 Where she has they have demonstrated satisfactory performance, each full-time nurse shall receive a pay increment at the anniversary of her their first year worked with the Employer and on each subsequent anniversary date. Each part-time nurse shall be paid an increment after every 1500 hours worked where she has they have demonstrated satisfactory performance.

Add former 24.03 from Collective Agreement expiring 2018 to new Article 24.09 unless amended further in bargaining.

24.03 The hourly salary rates payable to a regular or casual part-time nurse include 10% compensation in lieu of pension, health benefits, paid holidays and sick leave. The foregoing percentage in lieu shall be reduced by 5.5% for any such employee who is enrolled in the pension plan. This amount is not in lieu of any premium payments.

Add former 24.04 from Collective Agreement expiring 2018 to new Article 24.03 unless amended further in bargaining.

24.04 A Graduate Nurse in the employ of the Employer, upon presenting proof of current Certificate of Competence issued by the College of Nurses of Ontario shall be given the salary of the Registered Staff Nurse as provided in this Article, effective the date the Nurse presents proof of successfully passing the certification
examination to the Executive Director or her/his designate, or to the date of last hire, whichever is later.

Add former 24.05 from Collective Agreement expiring 2018 to new Article 24.06 unless amended further in bargaining.

24.05 When a new classification in 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 they have 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 Two of the grievance procedure within seven 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.

Add former 24.08 from Collective Agreement expiring 2018 to new Article 24.04 unless amended further in bargaining.

24.08 Previous Experience Credit

For the purposes of initial placement of a newly-hired full-time or part-time nurse on the wage grid, such nurse shall make a claim in writing for recognition of recent related visiting nursing experience and recent related hospital nursing experience at the time of application for employment. 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 such review shall be given for the experience of less than six months duration, nor where the nurse has not been actively nursing within the immediately preceding last three years. The Employer shall assess the applicability of the previous experience during the nurse's probationary period and, where such experience is acceptable, shall place the nurse at the appropriate level on the wage grid to be effective at the date of hire. Such placement shall be on the basis of one increment for each year of related nursing experience or hospital experience.

Thunder Bay

Add former 16.07 (a) and (b) from Collective Agreement expiring 2018 to new Article 22.04 unless amended further in bargaining.

16.07 (a) A nurse who is required to remain available for duty on standby shall receive standby pay in the amount of two dollars and thirty cents ($2.30) per hour for the period of standby scheduled by the Employer. If a nurse is called in to work from standby, she they shall receive time and one-half her their regular straight time hourly rate for all hours worked or a minimum of three (3) hours pay at her their regular straight time hourly rate.
(b) No full-time nurses and no regular part-time nurses who have worked the day or evening shift or will work the next day or evening shift shall be required to take standby duty. Standby duty will be shared between part-time nurses willing to do standby.

Add former 16.08 from Collective Agreement expiring 2018 to Article 22.03 unless amended further in bargaining.

16.08 (a) When a full-time or regular part-time nurse who is not on standby has completed her their regularly scheduled shift and left work and is called back to work that same day or alternatively, is called back to work on her their scheduled day off, she they shall receive time and one-half her their regular straight time hourly rate for all hours worked or a minimum of four (4) hours at her their regular straight time hourly rate.

Brant, Haldimand, Norfolk

Add former 14.13 from Collective Agreement expiring 2018 to Article 22.04 unless amended further in bargaining.

14.13 Call-in/Call Back

A Nurse who is called into work from standby shall receive compensating time at the rate of time and one-half (1½) for all hours worked with a minimum guarantee of three (3) hours’ pay at the straight time. This is in addition to standby pay.

Hours worked shall include travel time required to make the visit(s) for which the Nurse is called in from standby.

Full-time and permanent part-time Nurses assigned to evening visits which occur following completion of their tour, shall receive, for all time worked during such visits, compensating time off at the rate of time and one-half (1½) with a minimum guarantee of three (3) hours pay at straight time. Part-time Nurses shall receive payment as indicated above instead of compensating time off.

A Nurse who is not assigned to standby or evening visits and who has completed her their regularly scheduled tour and is called back to work shall receive time and half (1½) her their regular straight time hourly rate for all hours worked with a minimum guarantee of three (3) hours’ pay at straight time.
Preamble: Delete any clause of a like nature and replace with the following:

12.05 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 Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits. Request for such leave shall be made one (1) month in advance of commencement of the leave.

Preamble: Delete any clause of a like nature and replace with the following:

12.07 Secondment/Special Projects

(a) A Nurse who is seconded to a bipartite or tripartite committee/position involving the Health Sector or the Broader Public Sector shall be granted a leave of absence without pay for a period of up to five (5) years. There shall be no loss of seniority or service during such leave.

Subject to the agreement of the agency to which the Nurse is seconded, the Nurse's salary and applicable benefits may be maintained by the Employer and where such agreement to maintain the Nurse's salary is in effect, the Employer shall be reimbursed for the full cost of salary and applicable benefits by the agency to which the Nurse is seconded.

The Nurse agrees to notify the Employer of her/his 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 Union. 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 Union.

Preamble: Delete any clause of a like nature and replace with the following:

21.09 Upon Termination Letter of Employment

Upon request, within two (2) weeks following a Nurse’s termination of employment, the Employer will endeavour to provide the employee with a letter detailing years of experience in the employment agency. In the case of part-time employees, such experience shall be expressed in hours worked. If the employee so requests, the Employer will expedite the preparation of the letter.
The parties agree that the items in agreement signed off between the parties on March 3, 2021 replace any similar articles in the existing Collective Agreement.

The parties further agree that article numbering and article references will be added/amended while finalizing the collective agreement.

In this Agreement words using a gender pronoun include all gender pronouns; the singular includes the plural and the plural singular, where the context so applies.

DATED this 3 day of March 2021.

ON BEHALF OF THE
ONTARIO NURSES’ ASSOCIATION:

[Signatures]

ON BEHALF OF
VON CANADA:

[Signatures]
5.05 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.

Where sexual harassment is alleged in a grievance, the grievor has the right to discontinue contact with the alleged harasser without incurring any penalty pending final determination of the grievance.

10.13 Thunder Bay

Notices

Any notice to any employee under this Agreement may be given personally (either directly or by telephone) or by prepaid registered post addressed to the employee at her their last address shown on the seniority list or on the payroll of the Employer and such notice shall be deemed to have been given when delivered to the postal authorities.

24.03 Preamble: Delete any clause of a like nature and replace with the following:

(a) A Graduate Nurse in the employ of the Employer who holds a Temporary Certificate of Registration in accordance with the Nursing Act, 1991 and its Regulations shall, upon presenting proof of current Certificate of Competence by the College of Nurses' of Ontario shall be given the salary of the Registered Staff Nurse/Registered Practical staff Nurse as provided in this Article retroactive to the date of successfully passing the certification examination or the date of last hire, whichever is later.

(b) Nurses will be paid for all approved hours of work.

24.05 Preamble: Delete any clause of a like nature and replace with the following:

Grid Advancement

An annual increment shall be effective on each full-time Nurse's anniversary date of employment and after each fifteen hundred (1,500) hours paid in the case of part-time and casual Nurses.
24.07 Preamble: Delete any clause of a like nature and replace with the following:

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

24.08 Preamble: Delete any clause of a like nature and replace with the following:

A part-time or casual Nurse who is temporarily replacing a full-time Nurse shall continue to be treated as a part-time or casual Nurse.

Renew/Delete the following Letters of Understanding as indicated:

**Brant, Haldimand, Norfolk:**
Letter of Understanding, re: Full-Time Shift Nursing – renew
Letter of Understanding, re: Clinic Nursing – renew

**Chatham-Kent:**
Letter of Understanding, re: Uniforms – delete
Letter of Understanding, re: New Graduate – renew
Hybrid 12-Hour Visiting Nursing Tours – add LOU signed January 18, 2020 to collective agreement and renew

**Durham:**
Letter of Understanding, re: Clinic Nurses – renew
Letter of Understanding, re: Regular Part-time Nurses Employed to Work Weekends Only – renew
Letter of Understanding, re: SELECT Program Funding – renew

**North Bay:**
Letter of Understanding, re: Shift Nursing – renew
Letter of Understanding, re: Extended Tours – renew
Letter of Understanding, re: Master Rotation – renew

**Perth Huron:**
Letter of Understanding, re: Shift Nursing – renew
Letter of Understanding, re: Evening Shift – renew

**Peterborough:**
Letter of Understanding, re: Shift Nursing – renew
Letter of Understanding, re: New Graduate – renew
Letter of Understanding, re: Extended Tours – ACS Clinic – renew

**Porcupine, Highway 11, Timmins:**
Letter of Understanding, re: Shift Nursing – renew
Letter of Understanding, re: Nurse Practitioners – renew

**Sarnia:**
Letter of Understanding, re: Uniforms – delete
Letter of Understanding, re: Four-Day Week – renew
Letter of Understanding, re: Addendum to Article 22 – Compensation in relation to Visiting Nursing Mentor Program – renew
Letter of Understanding, re: Shift Nursing (formerly Independent Health Practitioners) – renew
Letter of Understanding, re: 12-Hour Visiting Nursing Tours – renew
Letter of Understanding, re: Implementation of Team Leader rotational position and scheduling provisions and process – renew
Letter of Understanding, re: New Graduate – renew

Thunder Bay:
Letter of Understanding, re: Fireline Nursing Services Program – renew

Toronto-York/Peel:
Letter of Understanding, re: Shift Nursing Program – renew
Letter of Understanding, re: Six Week Scheduling Cycle – renew
The parties agree that the items in agreement signed off between the parties on March 4, 2021 replace any similar articles in the existing Collective Agreement.

The parties further agree that article numbering and article references will be added/amended while finalizing the collective agreement.

DATED this 4th day of March 2021.

ON BEHALF OF THE ON BEHALF OF
ONTARIO NURSES’ ASSOCIATION: VON CANADA:

_________________________________  ___________________________________

_________________________________  ___________________________________

_________________________________  ___________________________________

_________________________________  ___________________________________

_________________________________  ___________________________________

_________________________________  ___________________________________

_________________________________  ___________________________________
Add former 2.02 from Collective Agreement expiring 2018 to Article 2.02 unless amended further in bargaining.

2.02 **Porcupine Site – Highway 11 and the City of Timmins**

The Employer recognizes the geographic areas and teams set out below. Nurses are hired to work anywhere within the geographic area serviced by the Site. Notwithstanding this, the Employer will make every effort to assign nurses to work in the primary area to which they were assigned at the time of hire. The Employer will not assign nurses in the visiting nursing program in area (b) or (c) to work in the area (a).

(a) **Timmins**
   - Nurse Practitioner Wellness Program
   - Foot Care Program
   - Diabetes Program

(b) **VON Highway 11**
   - Visiting Nursing Program

(c) **Kirkland Lake**
   - Visiting Nursing Program

Temporary assignment between areas (b) and (c) will be by mutual agreement between the manager and the nurse.

14.06 A request for an exchange of tours set out in the posted time schedule must be submitted in writing by the Nurses requesting the exchange and approved by management. It is understood that such request for exchange shall not result in any premium payment and will not be unreasonably denied.

Renumber subsequent provisions.

Preamble: Delete any clause of a like nature and replace with the following:

17.02 For the purpose of vacation entitlement, service for those Nurses whose status is changed from part-time to full-time or vice versa, shall mean the combined service as a part-time and full-time Nurse accumulated on a continuous basis. For the purpose of this Article, one thousand five hundred (1500) hours of part-time service shall equal one (1) year of full-time service.

Preamble: Delete any clauses of a like nature and replace with the following:

17.03 (a) A nurse who leaves the employ of the Branch for any reason shall be entitled to receive any unpaid vacation pay which they have accrued to the date of their separation, it being understood and agreed that the nurse will provide at least two (2) weeks’ notice in writing of resignation exclusive of statutory holidays and vacations. If a nurse has accrued vacation time that has not yet been earned, reconciliation will be made on their final pay. If such a nurse’s final pay is not sufficient to cover the reconciliation, they shall refund to the Employer an amount equivalent to cover the amount still owing for vacation received without entitlement.
(b) A nurse who resigns their employment with less than two (2) weeks notice shall be entitled only to the vacation pay provided for in the Employment Standards Act.

Brant, Haldimand, Norfolk:
Letter of Understanding, re: Professional Dress – delete

Letter of Understanding, re: Promoting and Valuing the Work of Nurses – amend as follows:

Whereas, the parties have an interest in improving the efficiency of nursing work and the parties are committed to minimize non-nursing duties, and finding efficiencies to streamline nursing work with a focus on patient care. This would include streamlining the ordering of supplies, removing the duplication in paperwork and charting, providing that it respects the CCAC LHIN and Accreditation Canada standards and requirements.

Toronto, York, Peel:
Letter of Understanding, re: Bachelor of Science (BSCN) and Public Health Nurses (PHN) Premium – delete
The parties agree that the items in agreement signed off between the parties on May 7, 2021 replace any similar articles in the existing Collective Agreement.

The parties further agree that article numbering, and article references will be added/amended while finalizing the collective agreement.

DATED this 7th day of May 2021.

ON BEHALF OF THE
ONTARIO NURSES’ ASSOCIATION:

[Signatures]

ON BEHALF OF
VON CANADA:

[Signatures]
Housekeeping Changes

Add former 16.05 (c) from Thunder Bay Collective Agreement expiring 2018 to Article 22.01 unless amended further in bargaining.

16.05 (c) Where a full-time nurse or a regular part-time nurse is required to work on a paid holiday or on her scheduled day off and she is required to work additional hours following her full shift on that day, she shall receive two (2) times her regular straight time hourly rate for such additional hours worked.

ARTICLE 10 – SENIORITY

10.12 Layoff and Recall

Chatham-Kent, Perth-Huron, Sarnia-Lambton

Before any layoff occurs, early retirement incentive may be offered by the Employer.

ONA Response – Agree

ARTICLE 11 – JOB POSTINGS

Preamble: The parties agree that the following article will be administered on an individual scope clause basis only. Delete any clause of a like nature and replace with the following:

11.01 (a) Durham, Thunder Bay

Where a permanent vacancy occurs in a classification in the bargaining unit, and the Employer determines to fill such vacancy, the Employer will post a notice of such vacancy for ten (10) calendar days. Nurses shall submit written applications for the vacancy within the period indicated on the notice.

Brant, Haldimand, Norfolk, Chatham-Kent, North Bay, Perth Huron, Peterborough, Victoria & Haliburton, Porcupine Site-Highway 11 and the City of Timmins, Sarnia-Lambton, Toronto/York Peel

In the case of all vacancies and new positions in the bargaining unit, the Employer will post notice of such vacancy electronically in each office for ten (10) calendar days prior to filling the position, in order that any interested Nurse may apply.

(b) Nurses shall be selected for posted positions on the basis of their skill, ability, experience, qualifications, training and education established by the Employer. Where these factors are relatively equal amongst the nurses considered, the senior applicant will be given preference provided that the successful applicant, if any, is qualified to perform the available work.

(b) 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 communicated by general voice-mail or electronically to staff and in writing to the Bargaining Unit President, by the Employer.
(c) In assessing applicants for vacancies or new positions, the following factors shall be considered:
   i) Skill, ability, experience and qualifications; and
   ii) Seniority.

When factors in i) are relatively equal, ii) shall govern. The employer shall not administer this provision in an arbitrary fashion.

(c) Should there be no suitable applicants from within the bargaining unit, the Employer may hire a nurse from outside the bargaining unit.

(d) The name of the successful applicant will be posted by the Employer.

11.02 Nurses from within the bargaining unit shall be given the first opportunity to fill temporary full-time vacancies provided they are qualified to perform the work in question. 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.

ONA Response – Agree

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, they will return to their usual area of work at the completion of the temporary vacancy provided the area of work still exists.

ONA Response – Agree

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.

Vacancies resulting from vacation time do not need to be posted.

ONA Response – Agree

11.05 Brant, Haldimand, Norfolk; Chatham-Kent, North Bay

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

Perth-Huron

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

No transfer for more than seven (7) calendar days, to another region, team or area will take place without the Nurse’s agreement.
Sarnia-Lambton

A Nurse may make written request for transfer to another region, team or area within the branch. Requests for transfer to a permanent position will be maintained by the Employer until December 31 of each year. Any such request shall be considered as an application for any permanent job postings in the requested area, region or team.

ONA Response – Agree

11.06 Peterborough, Victoria & Haliburton

Nurses are hired to work anywhere within the geographic area serviced by the Employer. Notwithstanding this, nurses will be scheduled to a primary geographic area and will normally be assigned work in this primary area. Assignments outside the primary area will be required from time to time based on operational needs.

ONA Response – Agree

ARTICLE 12 – LEAVES OF ABSENCE

Preamble: Delete any clause of a like nature and replace with the following:

12.01 Application for all Leaves of Absence provided for in this Article shall be forwarded to the Employer as far in advance as possible, but not less than fourteen (14) days before the posted schedule in advance where possible, and a written reply will be given within fourteen (14) days of receipt of the request, except in cases of emergency, in which case a reply will be given as soon as possible.

Leave of absence without pay may be granted at the discretion of the Employer for education or personal reasons. Except in unusual circumstances a leave of absence other than for educational purposes will not be granted until one (1) year's continuous service has been completed. It is understood that such leave of absence will not exceed one (1) year in duration. Subject to the operational requirements of the Employer, such leaves shall not be unreasonably withheld.

Thunder Bay

A leave of absence for a period not to exceed three (3) years without pay and without loss of seniority may be granted to a Nurse in order to attend a recognized College or University full-time provided that the course of instruction is related to the Nurse's employment opportunities with the Employer.

If the programme in which the Nurse is enrolled exceeds one (1) year, the Nurse will provide the Employer with evidence that they are continuing in the programme. If the Nurse withdraws from the programme, they shall notify the Employer as soon as possible and the leave will be cancelled.

ONA Response – Agree

Preamble: Delete any clause of a like nature and replace with the following:
12.02 All leaves of absence without pay of more than thirty (30) continuous calendar days per Article 10.05 (b) 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 their leave they may do so by prepaying full premiums, which includes both the Employee and Employer portions, to avoid the transfer out and in, subject to the approval of the carrier.

In the case of unpaid leaves of absence because of pregnancy or parental leave or when a Nurse is in receipt of WSIB benefits, the Employer will continue to pay its share of the premium of any subsidized employee benefits for a maximum of sixty-three (63) weeks in the case of pregnancy/parental benefits, unless the Nurse indicates in writing that they do not wish to continue their participation in the benefit plans, and for a maximum of one (1) year in the case of WSIB benefits unless the Nurse does not pay their share of the premiums.

In any case where a Nurse is granted leave of absence without pay of one (1) week or greater, they shall not be required to work the weekend prior to or following the leave of absence.

ONA Response – Agree

Preamble: Delete any clause of a like nature and replace with the following:

12.03 Leave for Union Business

Leave of absence without pay to attend Union business will be granted. The total of such days shall not exceed fifty (50) days per annum and no more than four (4) Nurses shall be absent from duty at any one time. During such leave of absence, the Nurses' salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits. The Employer shall respond to requests for Union leave within three business days of the receipt of the request.

65 days for Toronto/York, Peel only

Note this leave would include LC days

ONA Response – Agree

Preamble: Delete any clause of a like nature and replace with the following:

12.04 ONA Staff Leave

Upon application in writing by the Union on behalf of an employee to the Employer, an unpaid leave of absence may be granted to such employee selected for a secondment or a temporary staff position with the Ontario Nurses' Association. Such leave shall not be unreasonably denied or extended beyond twelve (12) months where operationally feasible. Notwithstanding Article 10.05, there shall be no loss of service or seniority for an employee during such leave of absence. It is understood that during such leave the employee shall be deemed an employee of the Ontario Nurses' Association. The employee agrees to notify the Employer of their intention to return to work at least two (2) weeks prior to the date of such return. The employee shall be reinstated to their former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.
ONA Response – Agree

Preamble: Delete any clause of a like nature and replace with the following:

12.09 Jury/Witness Duty

**STATUS QUO AS PER CURRENT COLLECTIVE AGREEMENT**

ONA Response – Agree

Preamble: Delete any clause of a like nature and replace with the following:

12.08 Professional and Education Leave

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 their 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.

Professional leave without pay will be granted to Registered Nurses who are elected to the RNAO to attend regularly scheduled meetings.

Nurses involved in the organizing, preparing and presenting of in-service programmes at the Branch, and outside the Branch, on behalf of the Employer, may be paid for some or all such hours involved, at their regular rate of pay as submitted by the Nurse.

A Nurse shall be entitled to leave of absence from their regularly scheduled working hours for the purpose of writing exams arising out of the Quality Assurance Program required by the College of Nurses of Ontario. The Employer shall pay 2 hours at the Nurse’s straight time hourly rate to write the exam. (The exam is now done at home – no need for travel.)

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

ONA Response – Agree

Preamble: Delete any clause of a like nature and replace with the following:

12.10 Bereavement Leave

**STATUS QUO AS PER CURRENT COLLECTIVE AGREEMENT**

ONA Response – Agree

Preamble: Delete any clause of a like nature and replace with the following:

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

(a) The service requirement for eligibility for pregnancy/parental leave shall be thirteen (13) weeks.

(b) The Nurse shall give written notification which shall include the expected date of return and a certificate from a legally qualified medical practitioner at least two (2) weeks in advance of the date of commencement of such leave. This notice will be waived in the event of pregnancy complications, premature birth or the sudden coming into care of an adopted child.

(c) The Nurse has the right to return to their former position, if it still exists, or to a comparable position, if it does not.

(d) The Nurse shall be granted seventeen (17) weeks pregnancy leave and up to sixty-one (61) weeks of parental leave. Natural mothers, if they take parental leave, must take it at the end of the pregnancy leave, or such time as the child comes into their care, but not more than fifty-two (52) weeks after the child is born or comes into care.

An adoptive parent or the father of a child is entitled to a parental leave of up to sixty-three (63) weeks, inclusive of the one (1) week Employment Insurance (E.I.) waiting period.

(e) A Nurse shall be permitted to commence their pregnancy leave at any time up to seventeen (17) weeks before the expected date of delivery.

(f) During pregnancy/parental leave a Nurse shall continue to accumulate seniority rights for all purposes and the Employer must continue to make Employer contributions to pension, life insurance, accidental death, extended health and dental plans unless the employee has advised the Employer, in writing, that they do not wish to continue to make the employee contributions to such plans.

(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 own.

(h) A Nurse shall have the right to a personal leave of absence without pay to commence immediately following a parental/ pregnancy/adoption leave of absence, provided the sum of all such leaves of absence do not exceed twelve continuous months per pregnancy/adoption.

(i) **APPLICABLE TO BRANT, HALDIMAND, NORFOLK ONLY**

Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Employer’s Supplemental benefit (SUB) Plan, a Nurse who is on pregnancy leave, as provided under this Agreement, who has applied for and is in receipt of Employment Insurance Pregnancy Benefits pursuant to Section 22 of the Employment Insurance Act, 1997, as amended, shall be paid a Supplemental Employment Benefit. That benefit will be equivalent to the difference between eighty-four (84%) of their regular weekly earnings and the sum of their weekly Employment Insurance Benefits and any other earnings. Such payment shall commence...
following completion of the two-week Employment Insurance (E.I.) waiting period, and receipt by the Employer of the Nurse's Employment Insurance cheque stub as proof that they are in receipt of the Employment Insurance Pregnancy Benefits, and shall continue while the Nurse is in receipt of such benefits for a maximum period of fifteen (15) weeks. The Nurse’s regular weekly earnings shall be determined by multiplying their regular working hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.

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

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

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

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

ONA Response – Agree

Letters of Understanding

Brant, Haldimand, Norfolk:
Letter of Understanding, re: Permanent Part-time Nurses – renew
Letter of Understanding, re: Directing Registered Nurses (DRN) – renew

Chatham-Kent:
Letter of Understanding, re: Job Security – renew

North Bay:
Letter of Understanding, re: Benefits – Part-time/Casual Employees – renew

Perth Huron:
Letter of Understanding, re: Job Security – renew
Letter of Understanding, re: Site Amalgamation – renew

Peterborough:
Letter of Understanding, re: Site Amalgamation – renew
Letter of Understanding, re: Geographic Areas – renew
Letter of Understanding, re: Full-time Four-fifths Positions – renew
Letter of Understanding, re: Return to Work – renew
Sarnia:

Letter of Understanding, re: Branch Amalgamation – renew
Letter of Understanding, re: Workload Committee – renew
Letter of Understanding, re: Palliative Care Project and GRRT – renew

WITHOUT PREJUDICE - ONA Counter on other outstanding issues

ARTICLE 2 – RECOGNITION

2.01 Brant, Haldimand, Norfolk

The Employer recognizes the Ontario Nurses’ Association as the bargaining agent for all Registered and Graduate Nurses engaged in a nursing capacity by Aberdeen Health and Community Services, Brant-Norfolk-Haldimand in the County of Brant and the Region of Haldimand-Norfolk save and except Supervisors and those persons above the rank of Supervisor.

ONA Response – Agree

ARTICLE 5 – NO DISCRIMINATION

LETTER OF UNDERSTANDING

RE: COMMITMENT TO EQUITY, DIVERSITY AND INCLUSIVITY

The parties agree that patient care is enhanced when the workplace environment is reflective of the communities they serve, and that the goal of all is to provide quality care and equitable outcomes for patients. To that end, the parties are committed to promoting a workplace of diversity, inclusion and where everyone feels valued. The parties are committed to a workplace that is inclusive of their diverse communities, including but not limited to Black, Indigenous, People of Colour (BIPOC)

The parties value the contributions of all staff and recognize that discriminatory and oppressive acts can negatively impact staff. The parties are committed to making an equitable working environment that is inclusive for all patients and staff.

The parties will discuss at labour management meetings ways to support this commitment.

ONA Response – Agree
8.12 Occupational Health & Safety Committee

(a) The Employer and the Union agree to maintain standards of safety and health in the environment served by VON in order to prevent accidents, injury and illness.

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.

(b) 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 Union from the bargaining unit. Toronto/York Site will have two (2) representatives. For Porcupine/Highway 11 and Durham, only the member shall be a certified member.

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

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

(c) When faced with occupational health and safety concerns the Employer will take reasonable actions in a timely manner that reduces risk and protects Nurses. Any such actions will comply with the then current legislation relative to the issue(s).

(d) **Infectious Diseases**

The Employer and the Union desire to arrest the spread of infectious diseases in the workplace.

To achieve this objective, the Joint Health and Safety Committee may review and offer input into infection control programs and protocols including surveillance, outbreak control, isolation, precautions, worker education and training, and personal protective equipment.

The Employer will provide training and ongoing education in communicable disease recognition, use of personal protective equipment, decontamination of equipment, and disposal of hazardous waste.

The Employer agrees to provide the Union with a letter addressed to the Provincial President and Chief Negotiator and copied to all Bargaining Unit Presidents, indicating the employer’s commitment to discuss the topic of infectious diseases at either the Joint Health & Safety Committee Meetings or Labour Management Meetings.
ARTICLE 13 – EMPLOYEE FILES

13.01 All forms of discipline, including verbal warnings, shall be followed up in writing and copied to the Nurse within ten (10) days. Any letter of reprimand, suspension or other sanction including counselling letters 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/he has worked.

ONA Response – Agree

13.02 When any type of evaluation, performance appraisal, progress report or assessment related to job performance, nursing practice or other employment related matters (excluding discipline) 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 their file in the presence of their supervisor or designate with advance notice to the Employer. It is understood that such performance appraisals do not constitute disciplinary action by the Employer against the Nurse.

All documents shall be brought to the nurse’s attention, in a timely fashion, prior to being placed in their file. The nurse will sign and date the document indicating they have read it. It is understood that evaluations do not constitute disciplinary action unless so indicated in writing to the nurse by the Employer.

ONA Response – Agree

ARTICLE 14 – HOURS OF WORK

Withdraw proposals 14.08 and 14.10 and will be enforcing Article 10.10 and any part-time commitment and scheduling language.

ONA Response – Agree

ARTICLE 15 – CASELOAD MANAGEMENT

Add common language:

15.01 Daily Assignment of Work

Continuity of care for the patients shall be considered when determining patient assignments.

Brant, Haldimand, Norfolk

The full-time Nurse(s) assigned to a team will have first priority for RN work assignment within the team. The primary Nurse for a patient may be a full-time Nurse or a part-time Nurse. In all cases where there is work, which cannot be done by the full-time Nurse, the work shall be assigned to other Nurses in the following order:

(a) The scheduled part-time Nurse within the team.
(b) The non-scheduled part-time Nurse within the team who has indicated availability.

(c) The casual Nurse assigned to the team who has indicated availability.

(d) The Employer will make all reasonable efforts to notify and provide Employees with their schedule, via the employee’s electronic devices no later than 2000 hours the evening prior for the day shift, including referrals and any changes to the schedule of the Nurse.

The Employer will make all reasonable efforts to notify and provide Employees with their schedule, via the employee’s electronic devices no later than 1300 hours for the same day evening shift, including referrals and any changes to the schedule of the Nurse.

Any changes made after 1300 or 2000 hours respectively, will be sent to the employee via email so they are aware that such change has been made and confirmed received before it is added to their schedule.

Chatham-Kent

Caseload management continues to be implemented using geographic teams.

(a) Daily work assignments are the primary responsibility of the planning staff. If the primary Nurse (the Nurse assigned the specific caseload) recommends any caseload or assignment changes based on valid clinical reasons, they must review any proposed changes with the planning staff. Any agreed changes will be implemented by the planning staff.

(b) The full-time Nurse(s) assigned to a team will have first priority for RN work assignment. In all cases where there is work, which cannot be done by the primary Nurse, the work shall be assigned by the planning staff to other Nurses in the following order:

i) Another full-time primary Nurse within the team, who does not have sufficient work.

ii) The most senior scheduled part-time Nurse, within the team in descending order of seniority.

iii) The most senior scheduled part-time Nurse in the closest geographic team in descending order of seniority.

iv) A casual Nurse shall be scheduled

Perth-Huron

(a) i) The Caseload Planner generates the team planning sheets and distributes to the Team Leader.

ii) Daily work assignments are the responsibility of the Team Leader.
 iii) If the Nurse assigned the specific caseload recommends any caseload or assignment change based on valid clinical reasons, they will notify the Team Leader, caseload planner or receptionist, as appropriate, that a change is required or has been implemented.

The above process applies while the caseload planning system is local.

(b) The full-time Nurse(s) assigned to a team will have first priority for Registered Nurse work assignment within the team. Where there is work, which cannot be done by the full-time Nurse, the work shall be assigned to other Nurses in the following order:

i) Another full-time Nurse within the team, who does not have sufficient work.

ii) A scheduled part-time Nurse within the team, in descending order of seniority.

iii) The most senior scheduled part-time Nurse in any team, in descending order of seniority.

iv) The non-scheduled part-time Nurse within the team who has indicated availability.

v) If there is no full-time or part-time Nurse available, the work may be offered to a casual Nurse.

Sarnia-Lambton
The full-time Nurse(s) assigned to a team will have first priority for RN work assignment within the team. The primary Nurse for a patient may be a full-time Nurse or a part-time Nurse. In all cases where there is work, which cannot be done by the full-time Nurse, the work shall be assigned to other Nurses in the following order:

(a) The scheduled part-time Nurse within the team.

(b) The non-scheduled part-time Nurse within the team who has indicated availability;

(c) The casual Nurse assigned to the team who has indicated availability.

ONA Response – Agree

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

ONA Response – Agree

ARTICLE 16 – PAID HOLIDAYS

Preamble: Delete any clause of a like nature and replace with the following:

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

ONA Response – Agree

ARTICLE 17 – VACATIONS

17.04 Preamble: Delete any clause of a like nature and replace with the following:
Vacation requests shall not be unreasonably denied.

ONA Response – Agree

17.05 status quo

ONA Response – Agree

17.06 Preamble: Delete any clause of a like nature and replace with the following:
During prime-time vacation (June 15-Labour Day), requests for one (1)
week blocks of vacation shall take precedent over requests for single days.

ONA Response – Agree

17.07 status quo

ONA Response – Agree

ARTICLE 19 – SICK LEAVE

Preamble: Delete any clause of a like nature and replace with the following:

19.06 Modified Work

(a) The Employer will notify the Local Union Bargaining Unit President of
the names of all Nurses off work due to work related injury (whether or
not the Nurses are in receipt of WCB-WSIB Benefits) and those on LTD
by the 15 of each month.

(b) A modified work program may be made available for Nurses returning
from illness or injury compensable under the Workplace Safety and
Insurance Act, 1997 or LTD.

(c) The Employer will notify the Local Union Bargaining Unit President 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 Union shall not delay such meeting.

(e) The Employer agrees to provide the Nurse with a copy of the Workplace Safety and Insurance Board, Form 7, at the same time it is sent to the Board, and the Nurse will provide a copy of Form 6.

ONA Response – Agree

ARTICLE 22 – OVERTIME AND PREMIUM PAYMENTS

New Letter of Understanding Re: Overtime Banking

Delete any clause pertaining to banking of overtime.

The Employer and the Union agree to discontinue the practice of the banking of overtime.

Any existing overtime banks as of the effective date of this agreement will be utilized by the employee until the bank is depleted by the expiry of the collective agreement.

All overtime will be paid out in the adjacent pay period.

ONA Response – Agree

ARTICLE 24 – COMPENSATION

Preamble: Delete any clause of a like nature and replace with the following:

24.06 When a new classification within the Bargaining Unit is established by the Employer, or the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, or where a Nurse alleges she/he has been improperly classified, the Employer shall advise the Union of such new or changed classification and the rate of pay established. If requested, the Employer agrees to meet with the Union to review the appropriate rate of pay, providing any such meeting shall not delay the implementation of the new classification. Where the Union challenges the rate of pay established by the Employer and the matter is not resolved following any meeting with the Union, 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.

ONA Response – Agree