

COLLECTIVE AGREEMENT

Between

VICTORIAN ORDER OF NURSES
SOUTH RENFREW BRANCH

And

ONTARIO NURSES' ASSOCIATION

(" .
W . . .

" .]
.. . . .

.. . . .

.. . . .

Expiry Date: March 31, 1996

TABLE OF CONTENTS

Article

1	Purpose	3
2	Recognition	3
3	Definitions	3
4	Management Functions	4
5	No Discrimination	4
6	No Strikes and Lockouts	5
7	Association Security	5
8	Association Committees and Representatives	5
9	Grievance and Arbitration Procedures	8
10	Seniority	11
11	Job Posting	13
12	Layoff and Recall	14
13	Employee Files	15
14	Professional Development and Education	15
15	Leave of Absence	16
16	Designated Paid Holidays	22
17	Vacation	24
18	Sick Leave and Long Term Disability	25
19	Pension and Benefits	26
20	Hours of Work and Scheduling	28
21	Premium Payment	30
22	Transportation	31
23	Compensation	32
24	Miscellaneous	33
25	Duration	34
	Appendix "A"	36
	Letters of Understanding	37

ARTICLE 1 - PURPOSE

- 1.1 The purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and the nurses concerned, to provide for the prompt settlement of disputes, and to establish and maintain mutually acceptable working conditions, hours of work, and wages for all nurses within the bargaining unit.
- 1.2 It is recognized that the nurses wish to work co-operatively with the Employer to provide the best possible community health services.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer (South Renfrew Branch of the Victorian Order of Nurses) recognizes the Ontario Nurses' Association as the bargaining agent for all Registered and Graduate Nurses employed in a nursing capacity by the Victorian Order of Nurses, South Renfrew Branch in the Town of Arnprior, save and except supervisors and persons above the rank of supervisor.

ARTICLE 3 - DEFINITIONS

- 3.1 .The following definitions shall be applied to this Agreement:
- a) A "Full-time Nurse" is one who is employed to work the standard hours per week as defined by this Collective Agreement1
 - b) A "Regular Part-time Nurse" is one who is employed to work less than the standard hours per week as defined by this Collective Agreement and who works on a regularly scheduled basis.
 - c) A "Casual Part-time Nurse" is one who is employed to work on an interim or occasional basis as and when required by the Employer and subject to the nurse's availability.
- 3.02 A Registered Nurse is defined as a person who holds a certificate of competence from the College of Nurses of Ontario in accordance with the Health Disciplines Act. A Registered Nurse is required to present her current certificate of competence to the Executive Director or her designate by February 15th of each year. Should the College of Nurses change the system for renewal of registration dates, this clause shall be adjusted by the parties to require that the renewed certificate is presented on or before the expiratory date of the current certificate.

- 3.03 A Graduate Nurse is defined as a nurse with registration incomplete, who is a graduate of a program acceptable to the College of Nurses of Ontario and is either in the process of being certified by the College of Nurses of Ontario or is completing certification requirements. This certification shall be completed within twenty-four (24) months following date of hire. Where a nurse fails to complete such certification requirements, she may be terminated and such termination shall not be the subject of a grievance or arbitration procedure .
- 3.04 The word "Nurses" when used throughout this agreement shall mean persons employed by the Employer and covered by this Agreement .
- 3.05 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 where the context so requires.

ARTICLE 4 - MANAGEMENT FUNCTIONS .

- 4.01 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 relinquished or restricted by this Collective Agreement .
- 4.02 The Employer shall not exercise its management rights in such a way as to be in violation of a provision of this Collective Agreement .

ARTICLE 5 - NO DISCRIMINATION

- 5.01 The Employer and the Association agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any nurse because of her membership or non-membership in the Association or activity or lack of activity on behalf of the Association or because she has exercised her rights under the Collective Agreement or any applicable legislation.
- 5.02 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 or any other factor which is not pertinent to the employment relationship .

- 5.03 The Association agrees that there will be no Association activity or solicitation for membership on the Employer's premises or during working hours except with the written permission of the Employer or as specifically provided for in this Agreement

ARTICLE 6 - NO STRIKES AND LOCKOUTS

- 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 term "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act .

ARTICLE 7 - ASSOCIATION SECURITY

- 7.01 The Employer shall deduct from the total monthly pay due to each nurse a sum equal to the regular monthly Association dues of each nurse. In the case of newly employed nurses, such deductions shall commence in the month following their date of hire .
- 7.02 The Association shall notify the Employer, in writing, of any change in the amount of such regular Association dues at least one (1) month prior to the effective date of such change .
- 7.03 The Employer will send to the Ontario Nurses' Association monthly, its cheque for the dues so deducted, along with a list of the names and the amount of such deduction for each nurse. The list shall show the social insurance number of each nurse, terminations, new hires, leaves of absence and the initial list shall contain, as well, the addresses and telephone numbers for each nurse. A copy of this list will be sent to the local Association .
- 7.04 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 .
- 7.05 The Employer shall provide each nurse with a T4 supplementary slip, showing the dues deducted in the previous year for income tax purposes .

ARTICLE 8 - ASSOCIATION COMMITTEES AND REPRESENTATIVES

- 8.1 The Employer will recognize the following :
- a) One (1) full-time Nurse Representative and one (1) part-time Nurse Representative .for the purpose of dealing with Association business as provided for

in this agreement. Upon mutual agreement of the parties, the number may be altered from time to time.

- b) A Grievance Committee of three (3) nurses. Notwithstanding 8.04 b), it is understood that the Employer shall not be required to pay for more than one (1) nurse to attend any grievance meeting in addition to the grievor, should she be present.
- c) A Negotiating Committee of three (3) nurses and an Employment Relations Officer of the Ontario Nurses' Association. The Employer shall not be required to pay for more than two (2) nurses to attend negotiation meetings.
- d) An Association-Management Committee composed of an equal number of representatives of the Employer and the Association. Meetings of this committee shall be held at the request of either party. Agenda items to be discussed shall be exchanged in writing at least five (5) days prior to the meeting. This committee shall promote and provide for effective and meaningful communication of information and ideas and shall make joint recommendations on matters of concern including the quality and quantity of nursing care. Minutes of this meeting shall be kept and signed by both parties. The role of Chairperson and Recording Secretary shall rotate between the parties every six (6) months or as otherwise agreed. Minutes shall be typed and reproduced by the Employer.

8.2 It is understood and agreed that the Employment Relations Officer is the signing authority for the Ontario Nurses' Association and therefore any agreement reached between the parties is of no force or effect without the agreement and signature of the Employment Relations Officer.

8.3 The Association will supply the Employer with the names of its representatives and changes thereto.

8.4 a) If a Representative must leave her regular duties for a short period of time in order to attend to Association business in the Branch, she will first obtain the permission of her Supervisor. Such permission will not be unreasonably withheld. Upon completion of her business, the Representative will report to her Supervisor and then return to her regular duties.

- b) Representatives of the local Association shall be paid at their appropriate rates of pay under Article 8.01 for all time spent during regular working hours for Union business as described in those clauses except that:
 - i) The Employer shall not be required to pay nurses on the negotiating committee to attend at conciliation nor in the event of meetings during a labour dispute.
 - ii) The Employer shall not be required to pay nurses on the grievance committee or the grievor for time spent at arbitration hearings.

8.5 During the orientation period of newly hired nurses, a nurse representative will be allowed a reasonable period of time, not to exceed fifteen minutes, within regular working hours to acquaint them with the Association. These interviews shall be scheduled in advance by the Employer.

Occupational Health & Safety Committee

- 8.06 a) The Employer and the Association agree that they mutually desire to maintain standards of health and safety in the workplace in order to prevent accidents, injury and illness.
- b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Occupational Health and Safety Committee at least one (1) representative selected or appointed by the Association from the bargaining unit.
- c) 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.
- d) The Employer agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil its function.
- e) Meetings shall be held at least once every three (3) months or more frequently at the call of the Chair, if required. The committee shall maintain minutes of all meetings and make the same available for review.

f) All time spent by a member of the Occupational Health and Safety Committee attending meetings of the committee shall be deemed to be time worked for which she shall be paid by the Employer at her appropriate rate and she shall be entitled to such time from her work as is necessary.

8.07 The Employer agrees that when nurses are required to serve on committees, the nurse shall be paid for all hours that occur during her regularly scheduled working hours at her appropriate rate of pay.

ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURES

9.1 A grievance is defined as an alleged difference over the interpretation, administration, or alleged violation of this Agreement including any question as to whether a matter is arbitrable.

9.2 At the time formal discipline is imposed or at any stage of the grievance procedure including the complaint stage, a nurse has the right to have a Nurse Representative present.

9.3 Step #1

It is the mutual desire of the parties to this agreement that differences shall be resolved as quickly as possible and it is understood that a nurse has no grievance until she has first given her supervisor the opportunity of adjusting her complaint. Such complaint shall be discussed within ten (10) days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the nurse. After the discussion, the supervisor shall confirm her response in writing within five (5) days.

Step #2

Failing settlement at Step #1, the complaint may be taken up as a grievance within five (5) days following receipt of the supervisor's written reply.

The nurse shall submit the grievance in writing dated and signed to the Executive Director. A meeting may then be held between the Executive Director and the nurse (s), the Grievance Committee and the Employment Relations Officer at a time mutually agreeable to the Employer and the Association. The decision of the Executive Director shall be given in writing to the nurse (s) within ten (10) days following the meeting. Should the Executive Director fail to render a decision or the decision is

unsatisfactory to the nurse (s) or the Association, it may be referred to arbitration .

- 9.4 A claim by a nurse that she has been unjustly suspended or discharged may be treated as a grievance if a written statement of such grievance is lodged by the nurse with the Employer at step 2 of the grievance procedure within seven (7) days after the date such discipline or discharge is effected. The nurse (s) and the Association shall be provided with written reasons for the suspension or discharge at the time the suspension or discharge is effected. The parties recognize that the standard of just cause for discipline or discharge of a nurse during her probationary period should take into account the purpose of a probationary period.

9.5 Group Grievance

Where a number of nur'ses have identical grievances and each nurse would be entitled to grieve separately, they will present a group grievance in writing, signed by each nurse who is grieving, to the Executive Director at Step #2 within ten (10) days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the nurses. The applicable provisions of this article shall then apply with respect to the processing of such grievance .

9.06 Policy Grievance

A complaint or grievance shall be presented in writing at Step #2 of the grievance procedure by the Employer or the Association for differences arising directly between the Employer and the Association concerning the interpretation, application, or alleged violation of this Agreement within ten (10) days following the circumstances giving rise to the complaint or grievance. The non-grieving party shall give its decision in writing within ten (10) days after the meeting. Failing settlement, the grievance may be submitted to arbitration by either party.

9.07 Arbitration

Failing settlement of the grievance under the foregoing procedure, such grievance may be submitted to arbitration. If no written request for arbitration is received within fifteen (15) days after the decision under Step #2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within thirteen (13) days after the decision

under Step #2, it will be deemed to have been received within the time limits.

The party referring the matter to arbitration shall name a nominee at the same time.

The recipient of the notice shall, within ten (10) days, inform the other party of the name of its nominee to the arbitration board. The two nominees so selected shall, within fourteen (14) days of the nomination of the second of them, select a mutually acceptable third person who shall be the chairperson. If one of them fails to name its nominee, or the two nominees fail to agree upon a chairperson within the time limits, the appointment shall be made by the Minister of Labour for Ontario upon the request by either party.

- 9.0a No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance and arbitration procedure.
- 9.09 Each party shall pay its own expenses including those for its nominee and witnesses and the fees and expenses of the chairperson shall be borne equally by the parties.
- 9.10 The Arbitration Board shall not be empowered to alter, modify, add to or amend any part of this Agreement, or to make any decision which is inconsistent with the provisions of this Agreement.
- 9.11 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle a grievance.
- 9.12 The time limits and procedures set out in the grievance and arbitration provisions herein are mandatory and failure to comply with such time limits and/or procedures except by the written agreement of the parties shall result in the grievance being deemed to have been abandoned, subject only to the provisions of Section 45 (8.3) of the Labour Relations Act.
- 9.13 In computing the days for taking any action or giving any notice, Saturdays, Sundays or designated holidays as defined in Article 16 shall not be counted.
- 9.14 The proceedings of, the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority, the decision of the chairperson will be final and binding upon the parties hereto and the nurse or nurses concerned.

- 9.15 All agreements under the grievance procedure between the representatives of the Employer and the representatives of the Association will be final and binding upon the Employer and the Association and the nurse (s).

ARTICLE 10 - SENIORITY

- 10.01 Seniority for full-time nurses shall be defined as length of continuous service with the Employer since date of last hire. Seniority for part-time nurses shall be based on hours worked accumulated since date of last hire. It is recognized that fifteen hundred (1500) hours worked equals one (1) year of full-time service.
- 10.02 The probationary perio for full-time nurses shall be four (4) months worked from last day of hire .

The probationary period for part-time nurses shall be eight (8) months or 450 hours worked from date of last hire, whichever comes first.
- 10.03 The Employer will keep up to date seniority lists for full-time and part-time nurses, and post them in a conspicuous place, and supply copies of the current lists to the Association twice a year in January and July, and prior to any layoff.
- 10.04 Seniority shall be retained and accumulated when a nurse is absent from work under the following conditions:
- a) when on leave of absence with pay;
 - b) when on approved leave of absence without pay not exceeding thirty (30) continuous calendar days;
 - c) when in receipt of paid sick leave;
 - d) when in receipt of Workers' Compensation for an injury sustained while in the employ of VON South Renfrew Branch;
 - e) when on pregnancy or parental leave.
- 10.05 Seniority shall be retained but not accumulated when a nurse is absent from work under the following conditions :
- a) when on approved leave of absence without pay exceeding thirty (30) continuous calendar days;
 - b) for a period of eighteen (18) months after lay-off:.
 - c) on unpaid sick leave;

- d) in receipt of Workers' Compensation under circumstances other than those mentioned in 10.04 (d) .

10.06 A nurse shall lose all service and seniority and shall be deemed to be terminated if she :

- a) resigns;
- b) is discharged and not reinstated under the grievance and/or arbitration procedure;
- c) is laid off for more than eighteen (18) months;
- d) 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 parties;
- e) fails to report to work as scheduled at the end of a 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;
- f) is absent from scheduled work for a period of three (3) consecutive working days or more without notifying the Employer of such absence, unless there is a reasonable explanation given to the Employer;
- g) refuses to continue to work or to return to work during an emergency which seriously affects the Employer's ability to provide adequate client care such as:
 - i) a declared disaster
 - ii) an outbreak of illness affecting VON staff

unless there is a reasonable explanation given to the Employer •

- c) Should there be no qualified applicants from within the bargaining unit, the Employer may hire a nurse from outside the bargaining unit.
- d) The name of the successful applicant shall be posted.

11.02 Nurses from within the bargaining unit shall be given the first opportunity on the basis of seniority to fill temporary vacancies provided they are qualified to perform the work in question in accordance with 11.01 b). 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 unless the time period is extended by mutual agreement.

ARTICLE 12 - LAYOFF AND RECALL

- 12.01
- a) Where the Employer plans to conduct a layoff, it shall layoff nurses in inverse order of seniority at the time of layoff provided that the nurses who are entitled to remain are qualified to perform the available work on the basis of their skill, ability, experience, qualifications.
 - b) Nurses shall be recalled in order of seniority, unless otherwise agreed between the Employer and the Association, provided that the senior nurse is qualified to perform the available work on the basis of her skill, ability, experience and qualifications.
 - c) In the event of a proposed layoff of a permanent or long term nature, the Employer will:
 - i) provide the Association with thirty (30) days • notice;
 - ii) meet with the Association to review:
 - the reasons causing the layoff;
 - the service which the Employer will undertake after the layoff;
 - the method of implementation, including areas of cutback and the nurses to be laid off •
 - iii) no new nurse will. be hired when there is a nurse (s) on layoff who is qualified in

accordance with Article 12.01 b) and willing to perform the available work.

- d) No nurse who has completed her probationary period shall be laid off until she has received notice in accordance with the Employment Standards Act.
- e) Where a vacancy occurs in a position following a layoff as a result of which a nurse had been transferred to another position, the affected nurse will be offered the opportunity to return to her former position providing such vacancy occurs within six (6) months of the date of layoff. Where the nurse returns to her former position, there shall be no obligation to consider the vacancy under Article 11.

ARTICLE 13 - EMPLOYEE FILES

- 13.1 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 unless she has been absent during this time for more than 30 continuous calendar days, in which case the discipline free period will be extended by the period of such absence.
- 13.2 When any type of evaluation, performance appraisal, progress report or assessment related to job performance, nursing practice, or other employment related matters is completed with respect to any nurse, it shall be reviewed with the nurse and the nurse shall be given an opportunity to sign the document and indicate any area of disagreement. A copy of the completed performance appraisal will be provided to the nurse upon request.
- 13.03 Upon request and after having given reasonable notice, a nurse may review her file in the presence of her supervisor or delegate and be provided with a copy of any document contained therein.

ARTICLE 14 - PROFESSIONAL DEVELOPMENT AND EDUCATION

- 14.1 a) In its aim to provide highest quality visiting nursing care, the Employer recognizes the need for programs to assist the nurses' professional growth. These shall include:
 - i) an orientation program;

- ii) a staff in-service educational program:
- iii) a supervisory program which includes a written evaluation and periodic conferences:
- iv) staff attendance at professional nursing association meetings, short term workshops or institutes relevant to the nurse's work at the discretion of the Executive Director.

b) Nurses may be granted leave of absence without loss of pay to attend workshops, seminars and short courses which the Employer deems beneficial to the nurse's professional development especially as it relates to her responsibilities. Selection shall be made on an equitable basis from nurses who make application to attend.

14.02

- a) Nurses involved in the organizing, preparing and presenting of inservice programs 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 •
- b) The Employer will train a nurse in special skills subject to Home Care/Community demands for such special skills, the ability of the nurse to handle additional responsibility and the opportunity for her to practise the skill and maintain proficiency.

ARTICLE 15 - LEAVE OF ABSENCE

15.1

Requests for leave of absence without pay will be considered on an individual basis by the Employer. Such requests are to be made in writing at least four (4) weeks in advance, except in cases of emergency or unless service needs and staffing requirements can accommodate a shorter period. A written reply will be given within fourteen (14) days receipt of such request, except in cases of emergency • . If the leave of absence is denied, the reason shall be given in writing in the reply. Requests for leave of absence shall not be unreasonably withheld. It is understood that leaves of absence with or without pay may be granted for purposes other than those listed below. Except in unusual circumstances, a leave of absence other than for educational reasons will not be granted until one year continuous service has been completed.

15.02

a) Association Leave

Subject to service needs and staffing requirements, leave of absence to attend Association business may be granted to employees based on the following conditions:

- i) Requests for such leave shall be made in writing by the Association to the Employer giving as much notice as possible, with a minimum of two (2) weeks in advance notice, except in cases of emergency. The Employer shall indicate in writing whether or not the request has been approved. such leave will not be unreasonably withheld.
- ii) Not more thn two (2) employees at any one time be allowed such leave .
- iii) Such leave shall not exceed twenty-five (25) cumulative days per fiscal year.
- iv) Where such leave has been granted under subsection (i), the Employer shall maintain the nurse's salary and benefits. The Local Association agrees to reimburse the Employer in the amount of the daily rate of the nurse plus an amount for any applicable subsidized benefits. The Employer will bill the Local Association within a reasonable period of time.

b) Board of Directors

A nurse who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President, shall be granted leave of absence without pay upon written request and after giving reasonable notice. 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 full cost of such salary and applicable benefits.

c) President. ONA

Upon application, in writing, by the Association on behalf of the nurse to the Employer, a leave of absence shall be granted to such nurse elected to

the office of President of the Ontario Nurses' Association for a period of up to two (2) years. 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.

- d) A nurse who is elected to a Provincial Committee of the Ontario Nurses' Association shall be granted, upon written request and after giving reasonable notice, such leave (6) of absence as she may require to fulfil the duties of her position. There shall be no loss of seniority or service during such leave of absence. Leave of absence under this provision shall be in addition to the Association leave provided in Article 15.02 (a) (iii) and shall not exceed fifteen (15) days per calendar year. 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.

15.03

Compassionate Leave

- i) An employee shall be allowed to take up to three (3) days off in the event of the death of a spouse, child, parent, guardian, sibling, mother-in-law, father-in-law, grandparent, grandchild, son-in-law, daughter-in-law, sister-in-law, brother-in-law, and shall receive pay at her basic rate for each scheduled day of work missed to a maximum of three (3) working days within the period which extends from the date of death up to and including the day following interment or three (3) working days to be taken within the 7 continuous calendar days which commence on the day of death.
- ii) Where extensive travel is required or in exceptional circumstances, additional unpaid compassionate leave of up to two (2) days may be granted at the discretion of the Executive Director.

- iii) Necessary time off of up to one (1) day of basic pay may be granted at the discretion of the Employer to an employee to attend a funeral.

15 .04 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.

The nurse has the right to return to her former position, if it still exists, or to a comparable position, if it does not.

- c) Each nurse/parent who has worked for the same Employer for thirteen (13) weeks shall be granted eighteen (18) weeks of unpaid parental leave. Natural mothers, if they take parental leave, must take it at the end of the pregnancy leave.

All other parents must begin this leave not later than thirty-five (35) weeks after the child is born or comes into care.

- e) A nurse shall be permitted to commence her pregnancy leave at any time up to seventeen (17) weeks before the expected date of delivery.
- f) A nurse shall continue to accumulate seniority 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.

15.05 Jury and Witness Duty

If a nurse is required to serve as a juror in any court of law or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the nurse's duties at the Branch, the nurse will receive pay for those days of her regular schedule during which she is required to be absent, provided that such nurse promptly repays the amount (other than expenses) paid to her for such service or attendance to the Employer, and presents proof of service requiring her attendance.

15.06 Prepaid Leave Plan

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) years' 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 will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority. A written approval or denial with explanation will be forwarded to the applicant within four (4) weeks of the application.
- d) The number of nurses that may be absent at any one time shall not exceed one (1) staff. The year for purposes of the program shall be September 1 of one (1) year to August 31 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 continuance of benefits for the year of leave and must pay both portions through the branch (i.e. employer and employee portions) during the year of leave. The continuance of benefits must be approved by the benefits carrier •
- i) Participating employees must continue to contribute to the pension plan based on their full salary (i.e. regular basic pay before the salary hold back) 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 the event of the nurse's death, the funds will be paid to the nurse's estate.

- n) 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.
- o) Final approval for entry into the pre-paid leave program will be subject to the nurse entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the nurse's pay. Such agreement will include:
 - i) A statement that the nurse is entering the pre-paid leave program in accordance with Article 15.06 of the Collective Agreement.
 - ii) The period of salary deferral and the period for which the leave is requested.
 - iii) The manner in which the deferred salary is to be held.

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 16 - DESIGNATED PAID HOLIDAYS

16.01 The Employer agrees to recognize the following as designated holidays:

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

In addition to the above listed designated holidays, full-time nurses and nurses who work half-time or more on a regular basis will be granted one (1) float holiday off with pay in each fiscal year on a day mutually agreeable to the nurse and her supervisor.

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

16.03 A nurse who is required to work on any of the foregoing holidays shall be paid for all hours worked at the rate of one and one half (1½) times her regular rate of pay.

16.04 A full-time nurse will be entitled to a designated holiday off with pay or, if she has worked on a designated holiday, a lieu day off with pay, provided:

a) she works her scheduled work day on each of the scheduled working days immediately preceding and following the actual designated statutory holiday, unless such absence on either or both of these days is due to absence with pay because of the nurse's illness or injury or with prior permission of the Employer;

b) she has been employed by the Employer for at least one month preceding the holiday.

A lieu day will be taken following the holiday at a mutually agreed upon time within the fiscal year in which it was earned, except for Good Friday and Easter Monday which will be scheduled at a mutually agreeable time following the holiday. If such arrangements are not made as herein provided, the supervisor will schedule the lieu day.

16.05 Regular part-time and casual nurses will be entitled to holiday pay for each of the designated holidays listed in Article 16.01 provided that they have worked on twelve (12) of the preceding twenty-eight (28) days and provided they meet the qualifying conditions in Article 16.04 (a) and (b). Such holiday pay will be pro-rated to full-time hours.

16.06 Where a holiday falls during a nurse's scheduled vacation period or on a nurse's scheduled day off, an additional day off with pay will be scheduled at a mutually agreed on time.

16.07 When a full-time nurse is scheduled to work a weekend which follows or precedes a designated holiday set out in Article 16.01 which falls on Friday or Monday respectively she shall work the holiday unless mutually agreed otherwise between the Employer and the nurse.

When a full-time nurse is not scheduled to work the weekend which follows or precedes a designated holiday set out in Article 16.01 which falls on a Friday or

Monday respectively she shall not be scheduled to work the paid holiday, unless mutually agreed otherwise.

16.08 The Employer will endeavour to divide the designated holidays to be worked equally amongst the nurses.

ARTICLE 17 - VACATION

17.01 All full-time nurses shall be granted vacation with pay as follows:

- a) Less than one (1) year of full-time continuous employment - 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 service - four (4) weeks;
- d) Fifteen (15) or more years, but less than twenty-five (25) years of full-time continuous service - five (5) weeks;
- e) Twenty-five (25) or more years of full-time continuous service - six (6) weeks.

17.02 All part-time nurses shall be entitled to vacation pay in the amount of six per cent (6%) of the basic hourly rate which will be paid on gross earnings on each pay period.

17.03 When a nurse's employment is terminated by the Employer for any reason, full payment for vacation earned but not taken will form part of such nurse's termination.

17.04 A nurse who resigns her employment with less than two (2) weeks notice shall be entitled only to the vacation pay provided in the Employment Standards Act.

17.05 Scheduling

- a) Written requests for vacation time off shall be submitted to the supervisor at least two (2) weeks in advance of the posting of the schedule which covers the period for which the vacation is being requested. Seniority shall govern where conflicts arise between requests of two or more nurses •

- b) A nurse may not change her authorized vacation time without the prior approval of her immediate supervisor.
- c) From June 15th to September 15th, vacation time may be but not necessarily limited to two (2) consecutive weeks off per staff member, unless service needs and staffing requirements permit additional vacation days.
- d) The vacation year runs from April 1st to March 31st. A maximum of five (5) days may be carried over into the next vacation year provided that a written request to do so is made by November 30th of the current vacation year and that approval has been given in writing by the Executive Director or her designate.

ARTICLE 18 - SICK LEAVE AND LONG TERM DISABILITY

- 18.01 Each full-time nurse shall accumulate sick leave credits at the rate of one and one-half (1½) days per month of service up to a maximum of one hundred and twenty (120) working days. Nurses who work one-half (½) time or more on a regular basis shall accumulate sick leave credits on a pro-rata basis.
- 18.02 Such credits shall be accumulated from the beginning of the first complete calendar month after the commencement of employment and such credits can be used, if available, after one month of service including the probationary period.
- 18.03 Sick leave credits will continue to accrue for the period of time the nurse may be absent on sick leave.
- 18.04 The Employer shall provide each nurse with a statement of sick leave credits semi annually - at the end of March and the end of September.
- 18.05 Designated holidays and regular days off shall not form part of the illness period.
- 18.06 Full-time nurses are required to participate in the National Long-Term Disability Plan, subject to its terms and conditions, on the basis of one hundred percent (100%) employee paid premiums.
- 18.07 When a nurse's scheduled vacation is interrupted by serious illness, which commenced prior to and continues into the scheduled vacation period, the period of such

illness shall be considered sick leave. The nurse shall provide to the Employer a medical certificate at her own expense to cover the period of such illness.

18.08 Notification - Injury, Illness

- a) The Employer will notify the President of the Local Association of a nurse's application for Long Term Disability benefits, provided the nurse makes such a request in writing to the Employer verifying her consent.
- b) The Employer agrees to provide, on a monthly basis, included with the list of nurses (as in 7.03), notification of nurses absent due to injury compensable under the Worker's Compensation Act.
- c) A modified work program may be made available to nurses returning to work from illness or injury compensable under the Workers' Compensation Act or LTD. A representative of the Union will be allowed to meet with the nurse and the Employer to develop the modified work program if the nurse makes a request in writing to the Employer verifying her consent.

ARTICLE 19 - PENSION AND BENEFITS

19.1 All nurses who are presently enrolled in the Employer's Pension Plan shall maintain their enrolment in the Plan subject to its terms and conditions. New nurses, and nurses employed but not yet eligible for membership in the Plan, shall, as a condition of employment, enrol in the Plan, when eligible in accordance with its terms and conditions.

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

- a) The Employer agrees to pay one hundred percent (100%) of the billed premium toward coverage of eligible nurses in the active employ of the Employer for a group life insurance plan providing two (2) times annual salary as well as accidental death and dismemberment in the same amount.
- b) 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) The Employer agrees to contribute fifty percent (50%) of the billed premium towards coverage of eligible nurses in the active employ of the employer under the Extended Health Care Plan as provided under the VON Canada National Group Benefits Plan. The balance of the monthly premiums is paid by the nurse through payroll deductions.
- d) The Employer agrees to contribute fifty percent (50%) of the billed premium towards coverage of eligible nurses in the active employ of the Employer under the Dental Plan as provided under the VON Canada National Group Benefits Plan. The balance of the monthly premium is paid by the nurse.

19.03 Nurses employed one-half (1/2) time or more on a regular basis will participate in the VON Group benefit Plan on a pro-rata basis•

19.04 When a nurse is on leave of absence without pay for a period which exceeds thirty (30) continuous calendar days, she will become responsible for full payment of any subsidized employee benefits in which she is entitled to participate during the period of absence. She may arrange with the Employer to prepay the full premium of any applicable subsidized benefits during the leave to ensure her continuing coverage 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 Workers' Compensation benefits, the employer will continue to pay its share of the premium of any 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 premiums .

19.05 The Employer shall make available to each nurse and the Association a copy of the booklets for those benefit programs defined in the Collective Agreement and changes thereto.

- 19.06 The Employer may substitute another carrier for any of the foregoing plans 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 forty-five (45) days prior to implementing a change in carrier.

ARTICLE 20 - HOURS OF WORK AND SCHEDULING

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

- 20.1 The regular hours of work for all full-time nurses will be :
- a) Seven and one-half (7½) hours per day, exclusive of a one-half (½) hour unpaid meal period.
 - b) seventy-five (75) hours per two week period:
 - c) shall include no more than seven (7) consecutive shifts except when a statutory holiday falls on a day adjacent to a weekend or unless mutually agreed to by the nurse and the Employer .
- 20.02 A nurse shall be entitled to rest periods on the basis of fifteen (15) minutes during each half shift. Nurses will have the option of taking one rest period of thirty (30) minutes per shift. Nurses shall not claim any overtime as a result of missing rest periods.
- 20.03
- a) There shall be no split tours unless mutually agreed between the employer and the nurses concerned.
 - b) Work schedules shall be posted two (2) weeks in advance.
 - c) Nurses shall not normally be required to work on average more than one (1) weekend in four (4) within the fiscal year .
 - d) If a full-time or regular part-time nurse is required to work a second consecutive and subsequent weekend she will receive premium payment of time and one half (½) for all hours worked on that weekend except where :

- i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse;
 - ii) such nurse has requested weekend work;
 - iii) such weekend is worked as the result of an exchange of shifts with another nurse;
 - iv) such weekend is worked in conjunction with a designated holiday.
- e) Nurses will be allowed to exchange shifts. Such changes initiate'd by nurses shall not result in additional cost to the Employer in the form of overtime, premium payments or otherwise. All changes shall be approved in advance by the nurse's immediate supervisor.
- f) Posted schedules will not be changed unless mutually agreed.. A part-time nurse will be notified when she is required for a period of time less than a full day and shall not be assigned additional work on that day without her consent•
- g) Subject to 3.01 (c) casual nurses will declare their availability for all periods of time including paid holidays and weekends at the beginning of each three (3) month scheduling period. It is further understood that once a casual nurse has been scheduled to work she is obligated to mae herself available on that day.

20.04 The work day for each nurse shall start where the business of the branch is commenced by the individual nurse:

- a) at the branch office or chart pick-up/sub-office or
- b) at the nurse's residence when required to make phone calls concerning clients, other than her first client;
- c) at a client's home .

20.05 a) Regular and Casual part-time nurses shall be given the opportunity to work casual shifts on an equitable basis in their respective classifications. .

b) Regular part-time nurses shall be given the opportunity to work extra shifts before Casual part-time nurses are called.

20.06 a) If a nurse is booked off at Christmas, she will not be scheduled to work from 1630 on December 24th until 0830 December 27th.

b) If a nurse is booked off at New Years, she will not be scheduled to work from 1630 on December 31st until 0830 January 2nd. -

ARTICLE 21 - PREMIUM PAYMENT

21.01 All time worked in excess of a ten (10) day, seventy-five (75) hour fortnight averaged over a two (2) week period or seven and one-half (7-1/2) hours a day shall be considered as overtime subject to the following conditions:

a) The nurse is pre-authorized by her supervisor to work overtime.

b) Time up to and including fifteen (15) minutes shall not be counted.

c) Time in excess of fifteen (15) minutes shall be counted as total time worked in fifteen (15) minute intervals.

d) A nurse who works overtime shall receive payment at the rate of time and one-half (1-1/2).

21.02 If a nurse's scheduled tour is cancelled with less than twelve (12) hours notice in advance of the starting time of the scheduled shift, she will receive three (3) hours pay at her regular hourly rate. Nurses will be cancelled in reverse order of seniority. A cancellation of all or part of a single shift shall not be considered as a lay-off.

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

21.04 On Call

Where a nurse is assigned to be on call outside her regularly scheduled working hours, she shall receive on call pay in the amount of two dollars (\$2.00) per hour for the period of on call scheduled by the Employer.

- 21.05 Where a nurse is called back from on call, she shall receive time and one-half (1-1/2) her regular straight time hourly rate for all hours worked including portal to portal travel time, with a minimum guarantee of three (3) hours pay at time and one-half (1-1/2) 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 (1-1/2) her regular straight time hourly rate for actual hours worked up to the commencement of her regular shift. Portal to portal travel time shall be paid in accordance with Article 23.

standby pay shall cease where a nurse is called back from on call and where a nurse is working regularly scheduled visits during the period of standby.

- 21.06 a) A nurse shall be paid a shift premium of fifty cents (50¢) per hour for each hour worked between 1630 hours and 0830 hours.
- b) A nurse shall be paid a weekend premium of fifty cents (50¢) per hour for each hour worked between 1630 hours Friday and 0830 hours Monday.

- 21.07 When a nurse is designated to be in charge in the absence of the Executive Director or supervisor, she shall receive a premium of sixty cents (\$.60) for each hour so worked in addition to her regular rate of pay.

ARTICLE 22 - TRANSPORTATION

- 22.01 The use of cars owned by the Employer shall be at times pursuant to the direction of the Employer and shall not be for the personal use of the nurse, and such cars may not be at any time removed from the area within which the Employer furnishes nursing service without the prior permission of the Employer.
- 22.02 Nurses who drive fleet cars are to take responsibility for ensuring that the cars are maintained in accordance with branch procedures.
- 22.03 a) A mileage allowance of thirty cents (\$.30) per kilometre will be paid for all kilometres driven by a nurse commencing from the home of her first

client each day, from the Branch Office, or from the chart pick-up/sub-office and terminating at the home of her last client, the Branch Office or sub-office.

- b) Where a nurse is required to drive more than 30 kilometres measured from the Branch office in Arn prior to her first client she may commence clocking mileage and time once she has passed the thirty kilometre mark.

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 The hourly salary rate for part-time nurses shall include a 6.5% differential in lieu of sick leave allowance, medical, dental and pension benefits, subject to 19.03, calculated on the following formula:

23.03
$$\text{Applicable full-time rate} + 6.5\%$$
 Retroactivity will apply to wages only. Retroactivity will be paid to currently employed employees only, and only those eligible according to the enclosed wage scale.

23.04 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 designate, or to the date of last hire, whichever is later.

23.05 Previous Experience Credit

For 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 cooperate 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 experience of less than six (6) month 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 completion of the probationary period. Such placement shall not exceed the fourth (4th) level of the wage grid and shall be on the basis of one (1) increment for each year of visiting nursing experience and one (1) increment for each two (2) years of hospital experience.

23.06 An annual increment shall be paid on each nurse's anniversary date of employment and after each fifteen hundred (1500) hours worked in the case of part-time nurses.

23.07 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 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 12 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.

23.08 A nurse who is promoted to a higher rated classification within the bargaining unit will be placed on the level of the salary schedule of the higher rated classification so that she will receive no less an increase in salary than the equivalent of one step in the salary range of the previous classification.

ARTICLE 24 - MISCELLANEOUS

- 24.01 The Employer shall provide a bulletin board for the sole use of the Association in the staff room for the purpose of posting official Association information relating to business affairs, meetings, and social events. All such notices must be signed by a member of the union executive employed by the Employer. Notices not signed by above may be removed.
- 24.02 A copy of this agreement in a mutually agreed upon form will be issued to each nurse now employed and as employed. The cost of printing this agreement shall be shared equally between the Association and the Employer.
- 24.03 Nurses will be paid by direct deposit banking on the 15th and 30th of each month and will receive an itemized statement of all deductions, premiums and changes of salary in a sealed envelope. Nurses leaving the employ of the Employer shall be paid all outstanding monies within seven (7) days of the last day worked.
- 24.04 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 with the Association.
- 24.05 Each nurse shall keep the Employer informed of changes to relevant employment information.

ARTICLE 25 - DURATION

- 25.01 This Agreement shall be in effect from July 28, 1994, to March 31, 1996, and shall remain in effect from year to year thereafter unless either party gives the 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.

Agreement dated at ALCOA - L... this 19th day
of ALCOA, 199/ S-

For Association

[Signature]

Henry Balblc

Kelly C...

For Employer

[Signature]

APPENDIX "A "

SALARY GRID

POSITION	LEVEL 1	<u>LEVEL 2</u>	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	<u>LEVEL 8</u>	LEVEL 9	LEVEL 10
RN	\$33,000	\$34,000	\$35,500	\$37,000	\$38,000	\$39,000	\$40,500	\$41,500	\$43,000	\$45,000

The Employer agrees that present BScN employees will be red-circled.

The Employer also agrees that where RNs are currently earning a wage greater than the VON/ONA grid for RN's, these nurses will also be red-circled. Both RNs and BScNs will advance to the next level on the grid at such time as hours worked indicate, according to the provisions of this agreement and the grid increment exceeds the current wage.

LETTER OF UNDERSTANDING

Between

VICTORIAN ORDER OF NURSES, SOUTH RENFREW BRANCH

And

ONTARIO NURSES' ASSOCIATION

Re: Job Sharing

The parties mutually agree to continue with job sharing. The nurses working as job sharers will be classified as regular part-time and will be covered by the Collective Agreement with the following exceptions:

1. The Employer will determine the suitability and number of job sharing positions.
2. Job sharing requests with regard to full-time positions shall be considered on an individual basis.
3. The job sharer's schedule shall conform with the scheduling provisions of the Collective Agreement. Each job sharer shall continue to work weekends and statutory holidays on the same basis as full-time staff.
4. Subject to paragraph one (1) above:
 - a) Where the job sharing arrangement arises out of the filling of a vacant full-time position, both job sharing positions will be posted and selection will be based on the job sharing criteria set out in the Collective Agreement.
 - b) An incumbent full-time nurse wishing to share her position may do so without having her half of the position posted provided that the Executive Director approves the position change. The other half of the job sharing position will be posted and selection will be made on the job posting criteria set out in the Collective Agreement.

S. If one of the job sharers leaves the arrangement, her position will be posted if the Executive Director determines that particular Job Sharing position is to continue. If there is no successful applicant for the position, the shared position must revert to a full-time position. The remaining nurse will have the option of filling the full-time position or reverting to a part-time position for which she is qualified when a vacancy exists. If she does not continue full-time, the position must be posted according to the Collective Agreement.

6. Discontinuation

Either party may discontinue the job sharing arrangement with sixty (60) days notice.

Job sharing will not be arbitrarily or unreasonably discontinued.

It is understood and agreed that this letter of understanding is ancillary to and does not form part of this Collective Agreement.

Agreement dated at IRCNF-1994 this 14 day of April, 1994.

For the Association
[Signature]
Cheryl Dalbey
Kelly Cloutier

For VON South Renfrew Branch
<f'4.- 0.r

LETTER OF UNDERSTANDING

BETWEEN :

VICTORIAN ORDER OF NURSES, SOUTH RENFREW BRANCH
(hereinafter referred to as the "Employer")

AND

ONTARIO NURSES' ASSOCIATION
hereinafter referred to as the "Union")

Re; Shift Nursing

Nurses working shift nursing will be covered by the Collective Agreement except where modified by this agreement.

1. Article 21 & 22 will not apply to shift nursing.

2. Hours of Work

Hours of work will range from three (3) to twelve (12) hours. The hours of shift will be determined by client need. The working day for each nurse shall start and end in the client's home.

3. Nurses hired to work in the 'Shift Nursing Program may apply to work in other branch programs on a casual basis.

4. For assignments longer than two weeks, nurses in the Shift Nursing Program may be expected to work alternate weekends.

5. Assignments will be made in order to provide continuity of care to the client. Assignments will be based on availability, skills, experience, and when all this is equal, seniority.

6. Premium Pay;

All time worked in excess of a ten (10) day, seventy-five (75) hour fortnight averaged over a two (2) week period or 12 hours per day shall be considered as overtime subject to the following conditions;

a) The nurse is pre-authorized by her supervisor to work overtime.

b) Time up to and including fifteen (15) minutes shall not be counted.

c) Time in excess of fifteen (15) minutes shall be counted as total time worked in fifteen (15) minute intervals.

d) A nurse who works overtime shall receive payment at the rate of time and one-half (1-1/2).

1. The nurse is entitled to a paid 15 minute break every 3.75 hours and an unpaid 30 minut lunch break after 5 hours. If she is not able to leave the premises and is required to respond to a patient during this time, she will be paid for her lunch break.

8. Cancellation

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

If cancelled within 2 hours of the commencement of the shift, Item #9 (Reporting Pay) will apply.

9. Reporting Pay

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

Agreement dated at J.cn f&bc this 11 day of Nov, 1999

For the Association

[Signature]
Cheryl Dulbe
[Signature]

For VON South Renfrew Branch

q<laJ clun^o"1

LETTER OF UNDERSTANDING

BETWEEN :

VICTORIAN ORDER OF NURSES, SOUTH RENFREW BRANCH
(hereinafter referred to as the "Employer")

AND

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

Re: Uniforms

1. Nurses who are involved in direct service delivery are required to wear and maintain the VON uniform including the VON pin. (The Dress Code Policy describes the approved uniform pieces.)
2. Uniform Allowance
 - a) Full-Time Nurse
On initial appointment to the VON, a uniform allowance of \$150.00 is paid to assist the full-time staff member in purchasing the regulation uniform.

In the second and subsequent years of employment, a maintenance allowance of \$100.00 is paid to assist the full-time member in replacing a regulation uniform.
 - b) Regular Part-Time Nurse
On initial appointment to the VON, a uniform allowance of \$75.00 will be paid to assist the regular part-time nurse in purchasing the regulation uniform.
In the second and subsequent years of employment a maintenance allowance of \$50.00 is paid to assist the regular part-time member in replacing a regulation uniform.
 - c) Casual Nurse
On initial appointment to the VON, a uniform allowance of \$50.00 will be paid to assist the casual employment nurse in purchasing the regulation uniform.
In second and subsequent years of employment a maintenance allowance of \$25.00 is paid to assist the casual employment nurse in replacing a regulation uniform.
An employee who resigns before completing any year for which allowance was received is required to refund an amount in proportion to the number of months not served.
 - d)

Agreement dated at Acof" \Oc

this 19th day of January 1998.5

For the Association

[Signature] Sec
- Cheryl Hall
Kelly Claret

For VON South Renfrew Branch

<Y> +.50.1

LETTER OF UNDERSTANDING

BETWEEN:

VICTORIAN ORDER OF NURSES, SOUTH RENFREW BRANCH
(hereinafter referred to as the "Employer")

AND

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

Re: Medical and Dental Appointments

1. Nurses are expected to schedule medical and dental appointments prior to or following their regularly scheduled working hours or on days off.
2. Where such scheduling is not possible, time off from regularly scheduled working hours may be granted for personal appointments at the discretion of the Executive Director or designate and will be charged against the nurse's sick leave accumulation credits in one (1) hour blocks to a maximum of fifteen (15) hours per calendar year. Such leave will not be unreasonably withheld.

Dated at CO r"b-(Ont. this 10th day of April, 99 .

FOR THE EMPLOYER

Jean Lemay

FOR THE UNION

[Signature]

Cherry Dalbee

Kelly C... ..

ONA MAILROOM
TORONTO

JuH Z3 1Z 12 P11 '93

r

COLLECTIVE AGREEMENT

between

VICTORIAN ORDER OF NURSES, TUNDER BAY AND DISTRICT BRANCH
(hereinafter referred to as the "Employer")

and

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

ONTARIO NURSES' ASSOCIATION
LIBRARY

EXPIRY: MARCH 31, 1993

VONL- 0\CDL\