

COLLECTIVE AGREEMENT

Between:

VICTORIAN ORDER OF NURSES SIMCOE COUNTY
[hereinafter referred to as the "Employer"]

And:

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Union"]

Expiry Date: March 31, 2016

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ARTICLE 1 – PURPOSE

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

ARTICLE 2 – RECOGNITION

- 2.01 The employer recognizes the Association as the bargaining agent for all registered nurses engaged in a nursing capacity by the Victorian Order of Nurses for Canada-Ontario Branch, Simcoe County Site, save and except Supervisors and persons above this classification.

ARTICLE 3 – MANAGEMENT FUNCTION

- 3.01 VON Simcoe County shall assign work, duties and responsibilities in accordance with the *Regulated Health Professions Act* and the guidelines established by the College of Nurses of Ontario.
- 3.02 VON Simcoe County retains the rights of Management except as amended by this Agreement. Without limiting the generality of the foregoing, VON Simcoe County retains the sole right to:
- (a) Direct the nurses, assign work, hire, discharge, classify, promote, demote, transfer, lay-off, suspend and otherwise discipline a nurse for cause. A claim that a nurse has been improperly classified or has been demoted, discharged, suspended or otherwise disciplined, without just cause, may be the subject of a grievance.
 - (b) Determine the methods, schedules, procedures, program, locations, equipment, means of transportation while on duty, areas in which the nurses work, number of nurses and staff requirements.
- 3.03 The above rights shall not be exercised in a manner inconsistent with the provisions of the Collective Agreement.

ARTICLE 4 – DEFINITIONS

- 4.01 The following shall be applied to this Agreement:
- (a) A registered nurse is a person who is registered by the College of Nurses of Ontario, in accordance with the *Regulated Health Professions Act*.

- (b) A regular part-time nurse shall mean a nurse who is employed on a regular basis to work as scheduled, based on the need of the VON Simcoe County and who has a commitment to be available to work as set out in Article 11.
- (c) A casual nurse is a nurse for whom there is no predetermined schedule and who has the right to accept or refuse offered hours of work.

ARTICLE 5 – DISCRIMINATION

- 5.01 VON Simcoe County and the Association agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any nurse, because of her membership or non membership in the Association or activity on behalf of the Association or by reason of exercising her rights under the Collective Agreement.
- 5.02 The Association agrees that there will be no Association activity, solicitation for membership, or collection of Association dues on VON Simcoe County premises or during working hours except with the written permission of VON Simcoe County or as specifically provided for in this Agreement.
- 5.03 It is agreed that there will be no discrimination by either party or by any of the nurses covered by this Agreement on the basis of race, creed, colour, national origin, marital status, age, religious affiliation, sexual orientation.
- 5.04 The parties agree that sexual harassment by any person employed by VON Simcoe County 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.

ARTICLE 6 – NO STRIKE, NO LOCKOUT

- 6.01 The Association agrees that there shall be no strike and VON Simcoe County agrees that there shall be no lockout so long as this Agreement continues to operate. The terms “strike” and “lockout” shall bear the meaning given them in the *Ontario Labour Relations Act*.

ARTICLE 7 – ASSOCIATION SECURITY

- 7.01 VON Simcoe County will deduct from each nurse covered by this Agreement an amount equal to the regular monthly Association dues designated by the Association.
- 7.02 Such dues shall be deducted monthly and, in the case of newly employed nurses, such deductions shall commence in the month following their date of hire. There shall be no deductions in a month in which the nurse does not work.
- 7.03 The amount of regular monthly dues shall be those authorized by the Association and the Provincial Secretary-Treasurer of the Association shall notify the employer of any changes therein and such notification shall be VON Simcoe County's conclusive authority to make the deduction specified.
- 7.04 In consideration of the deducting and forwarding of Association dues by VON Simcoe County, the Association agrees to indemnify and save harmless VON Simcoe County against any claims for liabilities arising or resulting from the operation of this Article.
- 7.05 The amounts deducted under this Article shall be remitted monthly to the Provincial Secretary-Treasurer. In remitting such dues, VON Simcoe County shall provide a list of nurses from whom deductions were made, including their social insurance numbers.
- 7.06 A copy of the Collective Agreement shall be issued by VON Simcoe County to each nurse in the employ of VON Simcoe County to each nurse covered by this Collective Agreement employed during the term of this Agreement and thereafter within six (6) weeks of the signing of the Collective Agreement. The cost of preparing such copies shall be borne equally by VON Simcoe County and the Association.

ARTICLE 8 – ASSOCIATION REPRESENTATION

- 8.01 VON Simcoe County will recognize an Association-Management Committee consisting of one (1) staff nurse and the Bargaining Unit President and two VON Simcoe County representatives. The purpose of this committee shall be to discuss matters of mutual concern relating to VON nursing. Meetings shall be held at the request of either party. A written agenda will be submitted by the party requesting the meeting and will list matters which are to be discussed. The agenda will be submitted to the other party at least one (1) week in advance.

- 8.02 VON Simcoe County will recognize a Negotiating Committee composed of one (1) staff nurse and the Bargaining Unit President and two (2) VON Simcoe County representatives for the purpose of meeting with VON Simcoe County to negotiate the renewal of the Agreement. The Association will provide the names of the Negotiating Committee at least one (1) week prior to the start of negotiations.
- 8.03 VON Simcoe County will recognize a Grievance Committee of one (1) Association member and one L.R.O. whose function will be to dispose of any grievance brought it under Article 9 of this Agreement.
- 8.04 Occupational Health & Safety
- VON Simcoe County and the Association agree to comply with the *Occupational Health and Safety Act* and any other provincial health and safety legislation and regulations.

ARTICLE 9 – GRIEVANCE PROCEDURE

VON Simcoe County and the Association agree it is important to adjust complaints and grievances as quickly as possible. It is understood that a nurse has no grievance until she has first discussed her complaint with her supervisor without the matter being resolved.

In computing the days for taking any action or giving any notice, Saturdays, Sundays or holidays shall not be counted.

- 9.01 A formal grievance shall be one having to do with the interpretation or alleged violation of the Collective Agreement. All grievances shall be in writing and contain a statement of facts giving rise to the grievance, the redress sought, and an indication of the Article(s) of this Agreement on which the grievance is based. A formal grievance must be filed within ten (10) days of the circumstances giving rise to the grievance.
- 9.02 The following shall be the procedure in handling and processing grievances submitted on behalf of the nurse.

Step #1

The nurse may submit the grievance in writing to her manager who shall give her decision within five (5) days of receipt of the grievance.

Step #2

Within five (5) days following the decision under Step #1, the nurse may submit the written grievance to the District Executive Director. A meeting will be held between management and the grievance committee within ten (10) days of the referral. It is agreed that a staff representative of the Ontario Nurses' Association may be present at the meeting and that VON Simcoe County may have such

counsel and assistance as it may desire at the meeting. The management decision will be delivered within five (5) days of the meeting.

- 9.03 A grievance arising directly between VON Simcoe County and the Association concerning the interpretation, application or administration or alleged violation of this Agreement shall be originated in writing at Step #2 within ten (10) days following the circumstances giving rise to the grievance. It is expressly understood however, that the provisions of this Article may not be used with respect to a grievance directly affecting a nurse or nurses which such nurses could have themselves instituted and the regular grievance procedure shall not thereby be bypassed.

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

- 9.04 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the Grievance procedure established by this Agreement, notify the other party within ten (10) working days in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board. The two (2) appointees so selected shall within five (5) working days of the appointment of the second of them appoint a third person who shall be the chair. If the recipient of the notice fails to appoint an arbitrator or if the two (2) appointees fail to agree upon a chair within the time limit, the appointment shall be made by the Minister of Labour of Ontario upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final binding upon the parties and upon any nurse affected by it. The decision of the majority is the decision of the Arbitration Board, but if there is no majority, the decision of the chair governs.

- 9.05 The Arbitration Board shall not have the authority to alter or change any of the provisions of this Agreement or to substitute any new provisions in lieu thereof, or to give any decision contrary to the express intent or terms and conditions of this Agreement, or in any way modify, add to or detract from any provision of this Agreement. Each of the parties to this Agreement will pay the fees and disbursements of its appointee to the Arbitration Board, and will share equally the fees and disbursements of the chair.

- 9.06 Notwithstanding any other provisions of this Agreement, grievances may be settled by confirming VON Simcoe County's action or by the parties or the Arbitration Board.

- 9.07 Wherever "Arbitration Board" is referred to in this Agreement, the parties may mutually agree to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall apply accordingly.

ARTICLE 10 – SENIORITY

10.01 A newly employed nurse shall be considered a probationary nurse until she has completed four hundred and fifty (450) hours of service. With written consent of the nurse, the probationary period may be extended for a further two-hundred and twenty-five (225) hours. If accepted for permanent employment, her seniority shall commence from the date of her employment.

A probationary nurse may be discharged for any reason not contrary to law and there shall be no recourse to the grievance procedure.

10.02 A seniority list shall be maintained for all nurses covered by this agreement who have completed their probationary period. A copy shall be filed with the Bargaining Unit President of the Local Association, in April of each year. A copy of the seniority list will be forwarded to the Labour Relation Officer. Seniority will be based on hours worked.

10.03 Seniority shall be maintained and accumulated when a nurse is absent from work in the following circumstances:

- (a) on an approved leave of absence with pay;
- (b) on an approved leave of absence without pay for thirty (30) continuous calendar days or less;
- (c) when in receipt of WSIB for any injury sustained while employed by VON Simcoe County;
- (d) when on pregnancy or parental leave.

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

The manager shall announce a vacancy via voice mail and the VON email system.

10.05 Nurses shall be selected for positions under 10.04 on the basis of skill, ability, experience and qualifications. Where these factors are equal amongst the nurses concerned, seniority shall govern.

10.06 Layoff and Recall

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

- (b) VON Simcoe County will not hire any new employee covered by this Collective Agreement in Simcoe County to fill a vacancy where there is an employee on layoff who is willing and qualified to fulfill the normal requirements of the job.

ARTICLE 11 – HOURS OF WORK AND SCHEDULING

- 11.01 All nurses shall be scheduled up to their committed hours before any casual nurses are scheduled.
- 11.02 A nurse shall provide availability for tours of duty at least six (6) weeks in advance. Should the nurse not be able to meet the availability she indicated, she will provide forty-eight (48) hours notice, unless an urgent situation arises and the nurse will discuss the situation with her manager.
- 11.03 A nurse who fails to respect her stated availability more than twice will be placed at the end of the assignment list. Should it be necessary to apply this measure more than once, in a three-month period, the nurse will be deemed to have resigned.
- 11.04 VON Simcoe County agrees to grant leave of absence, without pay, to nurses selected by the Association to attend Association business including conferences, conventions and Provincial Committee meetings. The Association agrees to provide as much notice as possible of a request for such leave. VON Simcoe County will bill the Association within a reasonable time for the cost of salary, applicable benefits and employer portion of UIC, CPP, etc. Leaves of absence for ONA Provincial Board of Directors or ONA Provincial President will be negotiated with VON Simcoe County, should they become necessary.

ARTICLE 12 – PENSION

- 12.01 Nurses may participate in the pension plan. The rules of VON Canada pension plan apply.

ARTICLE 13 – COMPENSATION

- 13.01 The salary rates in effect during the term of this Agreement shall be the following:

Effective April 10, 2015
\$22.35
23.46
24.40
25.70
26.95
28.24

29.83
31.42
33.00
34.62

Within six (6) weeks of the date of ratification by the Union, all employees on staff on the date of ratification will receive two hundred and fifty dollars (\$250.00) as a limited retroactivity payment, less statutory deductions.

- 13.02 For the purposes of initial placement of a newly hired 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 VON Simcoe County by providing verification of such previous experience in writing from previous Employers during the probationary period. No credit shall be given where the nurse has not been actively nursing within the immediately preceding three years.
- The employer shall assess the applicability of the previous experience during the nurse's probationary period and shall place the nurse at an appropriate level on the wage grid to be effective upon completion of the probationary period. Such placement shall not exceed the fifth level of the wage grid and shall be on the basis of one increment for each year of VON nursing experience and one increment for two (2) years of hospital nursing experience.
- 13.03 An annual increment shall be effective after fifteen hundred (1,500) hours paid.
- 13.04 In lieu of benefits, pension, statutory holidays and sick leave, casual and part time nurses shall receive an amount equal to eight percent (8%) of their regular straight time hourly rate. A part-time employee who works on a statutory holiday shall be paid at time and one half her regular straight time hourly rate for all hours worked on the statutory holiday.
- 13.05 Vacation in lieu will be paid at the rate of six percent (6%).
- 13.06 Nurses will be compensated for the mileage travelled between their first assignment and their last assignment of the day at a rate of forty cents (\$0.40) per kilometer.
- 13.07 (a) All time worked in excess of seven and one-half (7.5) hours in a day or seventy-five (75) hours in a two (2) week period shall be considered overtime. Overtime shall be subject to the following conditions:
- i) Any work assigned by the Employer to a part-time nurse in excess of seven and one half (7½) hours or four-hundred fifty (450) minutes will be considered overtime subject to premium payment.
 - ii) Time up to and including fifteen (15) minutes shall not be counted.
- (b) Where a nurse works overtime as set out above, the nurse shall be paid either one and one half (1½) times the nurse's regular straight time hourly

rate for the overtime worked, or compensatory time off (where applicable) at one and one-half (1½) times in lieu. At the beginning of each fiscal year the nurse will indicate in writing her choice of compensation for overtime worked or time off in lieu of payment. Compensatory time must be taken as time off, at a time mutually agreeable to the employee and the Employer, within three (3) months of being earned if possible. Any compensatory time owing to a nurse at the end of the fiscal year shall be paid out in the first pay period following the end of the fiscal year. Overtime premium shall not be duplicated for the same hours worked, nor shall overtime be pyramided with any other premiums payable.

ARTICLE 14 – SHIFT NURSING AND WELLNESS CLINICS

14.01 Shift Nursing

Nurses working in the shift nursing program will be covered by the Collective Agreement except where modified in this article:

- (a) Shift nursing will be compensated at lowest five (5) levels of salary grid (refer to Article 13.01).
- (b) The nurse working in these programs will be identified as casual;
- (c) The Shift Nursing program will be defined as meeting the needs of a single client at a time. A shift ranges in length based from three (3) to twelve (12) hours. The hours of each shift will be determined by client need.
- (d) For assignments longer than two (2) weeks, nurses in the Shift Nursing Program may be expected to work alternate weekends.

14.02 Wellness Clinic

Nurses working in the Wellness Clinic program will be covered by the Collective Agreement except where modified in this article:

- (a) Nurses working in the Wellness Clinics will be compensated at the appropriate step on the salary grid contained in the collective agreement.
- (b) The nurse working in these programs will be identified as casual.

ARTICLE 15 - DURATION

15.01 This Agreement shall continue in effect from April 1, 2013 to March 31, 2016 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.

Notwithstanding this, if during the term of this Collective Agreement the Employer is successful in obtaining a contract for services that requires the hiring of full-

time and/or part-time Registered Nurses to supplement the existing casual workforce, the parties agree to re-open the Collective Agreement to make any changes that may be necessary at that time.

- 15.02 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 collective agreement or to any anniversary of such expiration date.
- 15.03 All terms of the Collective Agreement shall become effective upon the date of ratification by both parties to the agreement unless specifically stated otherwise in the agreement.
- 15.04 A single activity requiring thirty seven and a half (37.5) hours per week of nursing, would be deemed reason to negotiate articles pertaining to the creation of full time positions in the Collective Agreement.

SIGNING PAGE

Dated at Barrie, Ontario, this 11th day of December, 2015.

FOR THE EMPLOYER

“U. Rose” _____

FOR THE UNION

“Joshua Henley” _____
Labour Relations Officer

“Arcot Reimer” _____

LETTER OF UNDERSTANDING

Between:

VON SIMCOE COUNTY

And:

ONTARIO NURSES' ASSOCIATION

Re: Nurses working in Foot Care Clinics

The Parties agree that Foot Care Clinics are funded by the Client on a fee for service basis. The clinics do not generate profits for the VON and as such must be self-supporting.

Therefore;

- (a) Nurses working in the clinic shall be paid at the appropriate level of the salary grid. The average time per client will not normally exceed forty-five (45) minutes for new clients and an average of thirty (30) minutes for returning clients.
- (b) The clinic lead nurse will be entitled to claim time, if required, for administrative duties. This may included, but not be limited to, contacting/working with volunteers.
- (c) All eligible clinic-related hours will be documented on the nurses' "Nursing Report of Service". Administrative duties will be claimed separate from direct client time, and will be paid at the appropriate level on the salary grid.

Dated at Barrie, this 29th day of May, 2003
Dated at Barrie, this 11th day of December, 2015.

FOR THE EMPLOYER

"U. Rose"

FOR THE UNION

"Joshua Henley"

 Labour Relations Officer

 "Arcot Reimer"

LETTER OF UNDERSTANDING

Between:

VON SIMCOE COUNTY

And:

ONTARIO NURSES' ASSOCIATION

Re: Nurse Practitioners

Should the Employer employ Nurse Practitioners during the term of this agreement the parties shall meet within thirty (30) days of hiring to discuss any required amendments to Article 2.0 (Compensation) of this Letter of Understanding.

- 1) Registered Nurses (Extend Class) working in the Nurse Practitioner program will be covered by this Collective Agreement except where modified by this Letter of Understanding.
 - (a) Articles of the Collective Agreement dealing with Hours of Work, Overtime and Premium Payments, and Compensation will not apply.

In the current collective agreement the Articles referred to in (a) above include Articles 11.02, 11.03, 13.01, 13.02, 13.03, 13.04, 13.05, 13.06, 14.01 and 14.02.
 - (b) Nurse Practitioners will self-schedule their daily and weekly hours of work, subject to the approval of the Branch Manager, in accordance with their authorized hours of work. Normal weekly hours of work will average thirty seven and one half (37.5) hours.
 - (c) Nurse Practitioners will be deemed to be either part-time or full-time employees based on their authorized hours of work.

- 2) Compensation
 - (a) The hourly rate of pay for Nurse Practitioners is 43.75.
 - (b) If during the term of this agreement the Ministry of Health and Long Term Care approves and funds an increase to the hourly rate set out in a) above, the Nurse Practitioners hourly rate will be adjusted accordingly.
 - (c) Full-time Nurse Practitioners shall participate in the VON Pension Plan and insured benefits plans.
 - (d) Full-time Nurse Practitioners who have less than three (3) years services will be entitled to four (4) weeks paid vacation annually, accrued at the rate of 1.67 days per month.

Re: Nurse Practitioners
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Full-time Nurse Practitioners who have more than three (3) years services will be entitled to five (5) weeks paid vacation annually, accrued at the rate of 2.08 days per month.

- (e) Full-time Nurse Practitioners will accrue sick leave at a rate of 1.5 days per month to a total of eighteen (18) days per year and an overall maximum accumulation of one hundred and twenty (120) days. Sick Leave may only be used for personal illness.
- (f) Full-time Nurse Practitioners will be entitled to the following paid holidays:

New Years Day	Civic Holiday
Labour Day	Thanksgiving
Christmas Day	Boxing Day
Good Friday	Easter Monday
Victoria Day	Canada Day
Family Day	Remembrance Day (Float)

A full-time Nurse Practitioner who works on a paid holiday listed above will receive time and one half (1.5) times her regular hourly rate of pay for all hours worked on such holiday. In addition the nurse Practitioner will receive an additional day off with pay to be taken at a time mutually agreeable to the employee and the employer.

- (g) Part-time and Nurse Practitioners shall receive six (6%) percent paid on their regular straight time hourly rate in lieu of vacation and eight percent (8%) in lieu of pension, insured benefits, sick leave and paid holidays. Part-time and casual Nurse Practitioners who participate in the pension plan shall have the percentage in lieu reduced by two percent (2%). In addition, part-time and casual Nurse Practitioners who are eligible to participate in the insured benefit plans shall have their percentage in lieu to reduced by two percent (2%).
- (h) Nurse Practitioners who are authorized by the employer to use their personal automobiles for travel on employer business shall be reimbursed at the rate of forty cents (\$0.40) per kilometre. Reimbursement is subject to the approval of the Branch Manager and shall not include normal daily travel to and from work.

Signed and Dated this 18th day of June, 2008.
Renewed this 11th day of December, 2015.

Re: Nurse Practitioners
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FOR THE EMPLOYER

"U. Rose"

FOR THE UNION

"Joshua Henley"
Labour Relations Officer

"Arcot Reimer"

LETTER OF UNDERSTANDING

Between:

VON SIMCOE COUNTY

And:

ONTARIO NURSES' ASSOCIATION

Re: VON Commissioner Process

The Parties hereby agree that the Commissioner's Agreement attached hereto as Appendix "A", shall be incorporated into all existing collective agreements reached between VON and ONA. Such incorporation shall be effective immediately upon execution of this Letter of Understanding.

Signed and dated at Barrie, ON this 11th day of December, 2015.

FOR THE EMPLOYER

FOR THE UNION

"U. Rose"

"Joshua Henley"

Labour Relations Officer

"Arcot Reimer"

APPENDIX "A"**VON COMMISSIONER PROCESS**

Re: Grievance Commissioner

- 1.01 The Employer and the Union may mutually agree in writing to invoke the Commissioner Process rather than proceed to arbitration as set out in this collective agreement. All cases referred to arbitration where an employee has a grievance concerning discipline will only be referred to a Grievance Commissioner if the Employer and the Union agree in writing on all the facts. The parties may also agree to group grievances before a single Grievance Commissioner. A Grievance Commissioner (where more than one, acting in rotation) will set aside such time as may be requested by the Employer and the Union to consider and determine grievances referred to her/him hereunder. A Grievance Commissioner shall have the same powers and be subject to the same limitations as a Board of Arbitration hereunder, save and except as expressly provided in paragraphs 1.02 to 1.06 hereof.
- 1.02 Through the Grievance Commissioner, the parties desire the expeditious and effective disposition of grievances. The rules governing the summary proceedings of the Grievance Commissioner are set out as follows:
- (a) The parties, when referring a grievance to the Grievance Commissioner shall provide her/him with a summary of facts agreed to or in dispute, the respective positions of the parties, the written grievance and the decision of the management representative at the final stage of the grievance process.
 - (b) The parties shall supply the Grievance Commissioner and each other with additional concise and brief written representations on which they intend to rely provided that they are emailed not less than five (5) working days before the commencement of the hearing.
 - (c) The purpose of the hearing is to clarify the issues or facts in dispute. At the hearing the parties may make such further representations or adduce such evidence as the Grievance Commissioner may permit or require but the Grievance Commissioner shall not be obligated to conform to the rules of evidence.
 - (d) The Grievance Commissioner must render her/his written decision, without reasons, to both parties within ten (10) working days of the conclusion of the hearing. Upon request by either party after her/his decision has been rendered, the Grievance Commissioner shall deliver brief reasons, but such reasons shall not form part of her/his decision.
 - (e) The decision of the Grievance Commissioner shall only be applicable to the case in question and shall not constitute a precedent nor be used by either party as a precedent in future cases. Notwithstanding anything

contained in this Agreement, the decision of the Grievance Commissioner shall:

- i) be consistent with the provisions of this Agreement.
- ii) be confined to the grievance(s) referred to her/him.

1.03 The Union and the Employer shall each be responsible for one-half (1/2) of the expenses of and fees payable to the Grievance Commissioner.

1.04 Any matter referred to the Grievance Commissioner shall be heard by one of the Grievance Commissioners selected in rotation from the following panel:

Dana Randall
John Stout
Christine Schmidt

The Employer and the Union may upon written agreement add further names to the panel.

1.05 Any member of the panel who, having been requested in turn to act as the Grievance Commissioner, is unable or unwilling to act shall not again be requested to act as a Grievance Commissioner until his/her name comes up again on the regular rotation of the panel.

1.06 The parties agree that the Grievance Commissioner can hear more than one case on a single day.