

COLLECTIVE AGREEMENT

Between:

**VICTORIAN ORDER OF NURSES FOR CANADA – ONTARIO BRANCH
PETERBOROUGH, VICTORIA AND HALIBURTON SITE**
[hereinafter referred to as the “Employer”]

And:

ONTARIO NURSES’ ASSOCIATION
[hereinafter referred to as the “Union”]

Expiry Date: March 31, 2018

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ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and the Association. It provides means for the settlement of grievances and for the final settlement of disputes. Salaries, hours of work and all other conditions of employment are established by mutual agreement. It is recognized that nurses wish to work co-operatively with the Employer to provide the best possible community health services.
- 1.02 The employer shall not propose and/or enter into any agreement with an employee that pertains to any terms or conditions of employment that contravene the collective agreement. Any such agreement shall be null and void.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Association as the bargaining agent of all registered and graduate nurses employed in a nursing capacity by the Victorian Order of Nurses for Canada – Ontario Branch, Peterborough, Victoria & Haliburton Site in the Counties of Peterborough, Victoria and Haliburton, save and except Managers, Supervisors and persons above this classification.

ARTICLE 3 - MANAGEMENT FUNCTIONS

- 3.01 The Association recognizes that the Employer has retained and shall possess and exercise all rights, functions, powers, privileges and authority that it possessed prior to the execution of this Collective Agreement except those that are expressly and specifically relinquished or restricted in this Collective Agreement.
- 3.02 The Employer shall not exercise its management rights in such a way as to be in violation of a specific provision of this Collective Agreement.

ARTICLE 4 – DEFINITIONS

- 4.01 A full-time nurse will be scheduled to work the normal hours of work as per Article 14.
- 4.02 A part-time nurse is a nurse regularly scheduled to work less than the normal full-time hours in Article 14 and in accordance with the commitment set out in Article 14.07.
- 4.03 A casual nurse is a nurse for whom there is no predetermined schedule and who works on an elect-to-work basis, subject to Article 14.08.
- 4.04 A registered nurse is a nurse who holds a General Registration with the College of Nurses of Ontario in accordance with the Regulated Health Professions Act and the Nursing Act. A registered nurse is required to present her/his current certificate to the Executive Director or designate upon renewal.
- 4.05 A graduate nurse is defined as a nurse with certification incomplete, who is a graduate of a programme 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 certification requirements, she/he will be terminated and such termination shall not be the subject matter of a grievance or arbitration procedure.

- 4.06 The word "nurses", as when used throughout this Agreement shall mean persons included in the bargaining unit.
- 4.07 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun, where the content so requires. Where the singular is used it may also be deemed to mean the plural.

ARTICLE 5 - NO DISCRIMINATION

- 5.01 The Employer and the Association agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any nurse because of her/his membership or non-membership in the Association, activity or lack of activity on behalf of the Association or by reason of exercising her/his rights under the collective agreement or any applicable legislation.
- 5.02 The Association agrees that there will be no Association activity, solicitation for membership or collection of Association dues on Employer premises or during working hours except with the written permission of the Employer or as specifically provided for in this agreement.
- 5.03 It is agreed that there will be no discrimination by either party or by any of the nurses covered by this agreement on the basis of race, creed, colour, national origin, sex, sexual orientation, marital status, age, political or religious affiliation, disability, or any other factor which is not pertinent to the employment relationship.
- 5.04 The parties agree that sexual harassment by any person employed by the Employer will not be tolerated in the workplace.

Sexual harassment is defined as:

- (a) Inappropriate touching, including touching which is expressed to be unwanted.
- (b) Suggestive remarks or other verbal abuse with a sexual connotation.
- (c) Compromising invitation.
- (d) Repeated or persistent leering at a person's body.
- (e) Demands for sexual favours.
- (f) Sexual assault.

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

- 5.05 The Employer and the Union recognize their joint duty to accommodate nurses with disabilities in accordance with the provisions of the Ontario Human Rights Code.

ARTICLE 6 - NO STRIKE, LOCKOUT

- 6.01 The Association agrees that there will be no strikes and the Employer agrees that there will be no lock-outs so long as this agreement continues to operate. The meaning of the words "strike" and "lock-out" shall be as defined in the Ontario Labour Relations Act.

ARTICLE 7 - ASSOCIATION SECURITY

- 7.01 The Employer will deduct from each nurse covered by this agreement an amount equal to the regular monthly Association dues designated by the Association.
- 7.02 Such dues shall be deducted monthly and, in the case of newly employed nurses, such deductions shall commence in the month following their date of hire. There shall be no deduction from a part-time nurse in a month in which the nurse does not work. If a nurse worked in a month but dues were not deducted at the time the monthly dues were remitted to the union, such deductions shall be made in the next pay period which the nurse receives pay.
- 7.03 The amount of the regular monthly dues shall be those authorized by the Association and the Vice-President, Finance of the Association shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deduction specified in the Dues Notification Letter. In the case of any changes to the local dues levies, notification will be made by the local treasurer and such notification shall be the Employer's conclusive authority to make the deduction specified.
- 7.04 The amounts deducted under this Article shall be remitted monthly to the Vice-President, Finance. In remitting such dues, the Employer shall provide a list of nurses from whom deductions were made, including their social insurance numbers. The Employer shall also provide the job classification and status of the nurses. The list shall also include deletions and additions from the preceding month highlighting new hires, resignations, terminations, new unpaid leaves of absence of greater than one (1) month and returns from leaves of absence. A copy of this list will be sent concurrently to the Bargaining Unit President of the local Union. Where the parties agree, the Employer may also provide the information in an electronic format.
- 7.05 In consideration of the deducting and forwarding of Association dues by the Employer, the Association agrees to indemnify and save harmless the Employer against any claims for liabilities arising or resulting from the operation of this Article.
- 7.06 It is understood and agreed that the Employer has the responsibility for the deduction of dues.
- 7.07 The Employer shall provide each nurse with a T-4 slip, showing the dues deducted in the previous year for income tax purposes.

ARTICLE 8 - REPRESENTATIVES AND COMMITTEES

8.01 Nurse Representatives

The Employer agrees to recognize two (2) nurse representatives for the purpose of dealing with grievances and conducting Association interviews.

8.02 Grievance Committee

The Employer agrees to recognize a Grievance Committee of two (2) representatives, for the purpose of meeting with the Employer in the grievance procedure.

8.03 Association-Management Committee

There shall be an Association-Management Committee comprised of two (2) representatives of the parties. The Committee shall meet quarterly unless otherwise agreed. Agenda items to be discussed shall be exchanged in writing at least five (5) calendar days prior to the meeting. Meetings of this Committee will be to discuss matters of mutual concern, matters relating to VON nursing or matters relating to the interpretation or administration of this Agreement. The Committee shall promote and provide for effective meaningful communication.

8.04 Negotiating Committee

The Employer agrees to recognize a Negotiating Committee comprised of two (2) nurse representatives for the purpose of negotiating renewals of the Collective Agreement.

8.05 Occupational Health & Safety Committee

- (a) The parties agree to comply with the Occupational Health and Safety Act and any other federal, provincial or municipal health and safety legislation and regulations.
- (b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Occupational Health and Safety Committee, one (1) representative selected or appointed by the 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) Meetings shall be held every third [3rd] month or more frequently if mutually agreed. The Committee shall maintain minutes of all meetings and make the same available for review.

8.06 The Association shall keep the Employer notified in writing of the names of the current nurse representatives, Committee members and any other officers of the Local Association who are employed by the Employer.

- 8.07 The parties recognize that a nurse representative has the responsibility to perform her/his regular duties and to represent employees on Association business. If a representative must leave her/his regular duties for any period of time in order to attend to Association business she/he will coordinate the time needed to fulfil these duties with her/his supervisor. Upon completion of her/his business the representative will inform her/his supervisor that she/he has returned.
- 8.08 Representatives of the Association shall be paid at their regular rate of pay for all time used during their regularly scheduled hours of work in attending meetings or for fulfilling other duties related to their responsibilities under the Collective Agreement, and for time spent in meetings requested by the Employer where such meetings fall outside of their regularly scheduled hours of work.
- (a) The Employer shall be required to pay nurses on the Negotiating Committee up to but not including conciliation.
- (b) The Employer shall not be required to pay nurses on the Grievance Committee or the grievor for time spent at arbitration hearings.
- 8.09 The Association Committees shall have the right to have the assistance of representative or consultants from or acting on behalf of the Ontario Nurses' Association. The Employer shall also have such rights.
- 8.10 During the National or site orientation of newly hired nurses, a nurse representative or officer of the Association will be allowed a reasonable period of time, not to exceed fifteen (15) minutes within regular working hours to acquaint them with the Association. During such interview, membership forms may be provided to the nurse. These interviews shall be scheduled in advance and a list of new hires will be sent to the Bargaining Unit President.

ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE

- 9.01 The Employer and the Association agree that it is important to adjust complaints and grievances as quickly as possible. It is understood that a nurse has no grievance until she/he has first discussed her/his complaint with her/his Immediate Supervisor without the matter being resolved.
- 9.02 In computing the days for taking any action or giving any notice, Saturdays, Sundays or holidays shall not be counted. A formal grievance shall be one having to do with the interpretation or alleged violation of this Agreement. All grievances shall be in writing and contain a statement of facts giving rise to the grievance; the redress sought, and indication of the Article(s) of this Agreement on which the grievance is based. A formal grievance must be filed within ten (10) days of the circumstances giving rise to the grievance.
- 9.03 At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, or at any time a nurse is being investigated, a nurse is entitled to be represented by her or his Union Representative. In the case of suspension or discharge, the Employer shall notify the nurse of this right in advance. The nurse will be informed of the nature of the meeting and the Association will be given as much advance notice as possible.

The Employer agrees to provide written reasons within seven (7) days to the affected nurse in the case of discharge or suspension and further agrees that it will

not suspend, discharge, or otherwise discipline a nurse who has completed her or his probationary period, without just cause.

- 9.04 The following shall be the procedure in handling and processing grievances submitted by the union.
- (a) The nurse will discuss her/his complaint within seven (7) days after the circumstances have occurred or ought reasonably to have come to the attention of the nurse with her/his immediate supervisor or designate. The supervisor or designate will have seven (7) days to respond to the nurse.
 - (b) If there is no settlement within seven (7) days, it shall be taken up as a grievance within seven (7) days and submitted in writing using the form in Appendix "D" to the Senior Director of Labour Relations, or designate.
 - (c) A meeting will then be held between the Senior Director of Labour Relations, or designate and the Grievance Committee within seven (7) days of the submission of the grievance, unless extended by agreement of the parties. It is understood and agreed that a representative(s) of the Ontario Nurses' Association and the grievor may be present at the meeting. The decision of the Employer shall be delivered in writing to the Labour Relations Officer and the local Union representative within seven (7) days following the date of such meeting.
 - (d) Should the matter not be resolved, it shall be referred to arbitration within ten (10) calendar days of reply. The parties will first consider and thus may agree upon a Sole Arbitrator to hear the matter. Should the parties not be able to agree on a Sole Arbitrator, then the Minister of Labour for the Province of Ontario shall appoint the chair.
- 9.05 The arbitration Board shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any new provisions in lieu thereof, or 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 share equally the fees and disbursements of the Sole Arbitrator.
- 9.06 The proceedings will be expedited by the parties. There shall be a meeting at least forty-five (45) calendar days prior to the scheduled hearing day to once again attempt to resolve the matter.
- 9.07 Notwithstanding any other provisions of this Agreement, grievances may be settled by confirming the Employer's action or by any other arrangement which is just and equitable in the opinion of the parties or the Sole Arbitrator. All agreements reached under the grievance procedure by the parties shall be final and binding on the parties for that grievance.
- 9.08 Each of the parties will share equally the fees and expenses of the arbitrator.
- 9.09 It is understood and agreed that the Union has carriage of all individual grievances. All agreements reached under the grievance procedure between the

representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital and the Union and the nurses.

9.10 Discharge/Suspension Grievance

The Employer agrees that it will only suspend and discharge for just cause. The Employer agrees to provide written reasons within a reasonable time to a nurse who has been discharged. These grievances will be submitted to the Senior Director of Labour Relations, or designate, seven (7) days after the date of the discharge or suspension.

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

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

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

ARTICLE 10 – SENIORITY

10.01 Job Security:

- (a) Seniority for full-time nurses shall be defined as length of service with the Employer since date of last hire. A full-time year is nineteen hundred and fifty (1950) paid hours.
- (b) Seniority for part-time nurses shall be based on paid hours accumulated since date of last hire.
- (c) A newly employed Employee shall be considered a probationary Employee until she/he has completed four hundred fifty (450) hours. The probationary period may be extended for up to an additional two (2) months or two hundred and twenty five (225) hours by mutual agreement of the parties.

Effective January 1, 1998, the equivalent to a full-time year of service for part-time nurses is recognized as fifteen hundred (1,500) hours.

- 10.02 A nurse who transfers from full-time to part-time status or vice versa shall not be required to serve a probationary period where she/he has previously completed a probationary period. Where no such probationary period has been served, the number of hours worked immediately preceding the transfer shall be credited towards the probationary period.

10.03 Seniority shall operate on a bargaining unit wide basis unless otherwise specified. The Employer will keep up to date separate seniority lists for full-time and part-time nurses and supply copies of the current lists to the Association twice a year, in the months of January and July, and prior to any lay off.

The Employer will also post these lists in a conspicuous place at the time they are forwarded to the Association.

10.04 Seniority shall be retained and accumulated when a nurse is absent from work under the following conditions:

- (a) On an approved leave of absence with pay;
- (b) When on an approved leave of absence without pay not exceeding thirty (30) continuous calendar days;
- (c) When in receipt of sick leave;
- (d) When in receipt of Workplace Safety and Insurance benefits for an injury sustained while in the employ of the VON;
- (e) When on pregnancy/parental/adoption leave in accordance with the Employment Standards Act.

10.05 Seniority shall be retained but not accumulated when a nurse is absent from work under the following conditions:

- (a) When on an approved leave of absence without pay, exceeding thirty (30) continuous calendar days;
- (b) When on lay off of up to thirty (30) months;
- (c) When absent on account of accident or illness non-VON work related and not in receipt of sick leave credits.

10.06 Seniority shall be lost and an employee considered terminated when a nurse is absent from work under the following conditions:

- (a) Retirement;
- (b) Resignation;
- (c) Discharge which is not overturned by the grievance/arbitration procedure;
- (d) Laid off for more than thirty (30) months;
- (e) Fails, upon being notified of a recall, to signify her/his intention to return within five (5) calendar days after she/he has received her/his 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/**he** has received the notice of recall or such further period of time as may be agreed upon by the employee and Employer; and
- (f) Fails to report to work as scheduled at the end of leave of absence, vacation or suspension unless there is a reasonable explanation given to the

Employer, or utilizes a leave of absence for purposes other than that for which the leave was granted.

- (g) Is absent from work due to illness or disability for a period of thirty (30) months from the time such absence commenced. This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.
- (h) Is terminated (including permanent layoff) and receives severance pay.
- (i) has refused to work for the Employer for more than two (2) months;
- (j) has not provided availability for a period in excess of two (2) months;

10.07 A nurse's full seniority and service shall be retained by the nurse in the event that she/he is reclassified from full-time to part-time or in the event she/he moves from casual to part-time and vice versa.

A nurse whose status is changed from full-time to part-time shall receive credit for her/his full seniority and service on the basis of fifteen hundred (1,500) hours paid for each year of full-time shall receive credit for her/his full seniority and service on the basis of one (1) year of seniority or service for each fifteen hundred (1,500) hours paid. Any time worked in excess of an equivalent shall be prorated at the time of transfer.

10.08 Positions Outside the Bargaining Unit

Any nurse who takes a management position for any reason shall have her/his seniority frozen at the time of exit to the management position. Upon return, if such return is within six (6) months unless a longer duration is mutually agreed by the Association and the Employer, such seniority will be reinstated and accumulation will again commence.

10.09 Protection of Bargaining Unit Work

The Employer shall not assign work normally performed by members of this bargaining unit to persons outside the bargaining unit, to the point that it directly results in the termination, layoff or reduction in normal hours of any bargaining unit member.

10.10 Layoff and Recall

The parties may agree to a procedure for lay off and recall that is different than the procedure provided herein.

- (a) (i) Where there is a reduction in the workload resulting in a surplus of nurses, the Employer shall lay off nurses in reverse order of seniority within the bargaining unit provided the nurses remaining are qualified to perform the work. Probationary nurses shall be first [1st] laid off, followed by casual nurses.
- (iii)(ii) Lay off is separate for full-time and part-time initially. Part-time nurses may only displace another part-time nurse but a full-time nurse may displace another full-time nurse or part-time nurse.

For the purpose of lay off, a full-time or part-time nurse may exclude a part-time nurse hired specifically for weekends when displacing as per the above procedure.

- (b) Nurses shall be recalled provided the nurse is immediately qualified to perform the available work. Such recall shall be in accordance with bargaining unit wide seniority with the right to refuse such recall if it is not for the geographic area from which the nurse was laid off. Offer to work in the geographic area from which the nurse was laid off is subject to Article 10.06 (e).
- (c) No general reduction in the hours of work shall take place to prevent or reduce the impact of lay off.
- (d) A nurse on lay off will be given job opportunities (posted vacancies) before any new nurses are hired into that category.
- (e) Subject to (d) above, no new nurse will be hired when there is a nurse(s) on lay off.
- (f) A reduction of the part-time or full-time staffing complement is considered a lay off.
- (g) Temporary lay-off will be defined per the Employment Standards Act.
- (h) Permanent lay-off will be defined per the Employment Standards Act. When such lay off is required, the staff initially affected will be given thirty (30) calendar days notice.
- (i) The Employer will not eliminate a full-time position for the purpose solely of creating part-time positions where there is sufficient caseload to maintain the full-time position.
- (j) An employee who has been notified of a layoff may:
 - i. Accept the layoff and be placed on the recall list; or
 - ii. Elect to transfer to an available vacant position of the same status within their classification or to casual status, provided she/he is qualified and able to perform the available work; or
 - iii. Displace an employee who has lesser bargaining unit seniority, provided she/he is qualified and able to perform the duties of the employee she/he displaces.

An employee shall indicate her/his decision as to which option she/he is selecting within five (5) calendar days of notification.

10.11 In the event of a proposed layoff of permanent or long-term nature, the Employer will:

- (a) provide the Association with no less than thirty (30) working days notice and meet to review the following:
 - i) the reasons causing the layoff;

- ii) the service which the Employer will undertake after the layoff;
 - iii) the method of implementation including the areas of cutback and the nurses to be laid off; and,
 - iv) any other alternatives.
- (b) Provide any effected staff with no less than the required notice under the Employment Standards Act or pay in lieu thereof

10.12 When an employee accepts a long-term layoff, she/he shall be entitled to receive severance pay in accordance with the Employment Standards Act.

ARTICLE 11 - JOB POSTINGS

11.01 In the case of all vacancies and new positions in the bargaining unit, the Employer will post notice of such vacancy in each office for seven (7) consecutive calendar days prior to filling the position, in order that any interested nurse may apply. The first subsequent posting, if any, will also be posted for seven (7) calendar days and all other subsequent postings will be posted for seven (7) calendar days. A copy of all postings will be provided to the Local Bargaining Unit President at the time of posting. If no qualified nurse applies, then the Employer may hire a new nurse from outside the employer. The name of the successful applicant shall be posted by the Employer. Nurses who are successful on their application to a job posting may not be considered for other job postings which become available within six (6) months of the effective date of the previous posted position. Exception: Where that position would allow a nurse to go from full-time to part-time or part-time to full-time.

If a vacancy remains unfilled greater than thirty (30) calendar days, the employer will repost the position for a period of ten (7) consecutive calendar days or until filled.

11.02 Nurses from within the bargaining unit shall be given the first [1st] opportunity to fill temporary vacancies. The Employer will outline the conditions and duration of such vacancies. Such temporary vacancy shall not exceed the time required to complete the specific circumstances which gave rise to the temporary vacancy.

11.03 The Employer shall not be required to post vacancies of less than sixty (60) calendar days that can be covered in accordance with the scheduling provisions in Articles 14 and 15.

11.04 In assessing applicants for vacancies or new positions, the following factors shall be considered:

- (a) skill, ability, experience and qualifications; and
- (b) seniority.

When factors in (a) are relatively equal, (b) shall govern. The Employer shall not administer this provision in an arbitrary fashion.

11.05 Nurses are hired to work anywhere within the geographic area serviced by the Employer. Notwithstanding this, nurses will be scheduled to a primary geographic

area and will normally be assigned work in this primary area. Assignments outside the primary area will be required from time to time based on operational needs.

ARTICLE 12 - LEAVES OF ABSENCE

Application for all Leaves of Absence provided for in this Article shall be forwarded to the Employer as far in advance as possible.

12.01 Leave of absence without pay may be granted at the discretion of the Employer for education or personal reasons. Except in unusual circumstances a leave of absence other than for educational purposes will not be granted until one (1) year's continuous service has been completed.

12.02 All leaves of absence without pay of more than one (1) month shall be without accumulation of seniority, vacation, sick leave, or any benefits under this agreement. If a nurse wishes to remain in the group health insurance plan during her/his leave she/he may do so by prepaying full premiums to avoid the transfer out and in, subject to the approval of the carrier.

12.03 (a) Leave for Association Business

Leave of absence without pay to attend Association business will be granted. The total of such days shall not exceed fifty (50) days per annum and no more than two (2) nurses from each office or site to a maximum of four (4) nurses shall be absent from duty at any one time. During such leave of absence the nurses' salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits. Such billings will be done within three (3) months of such leave.

(b) ONA Staff Leave

Upon application in writing by the Union on behalf of an employee to the Employer, an unpaid leave of absence may be granted to such employee selected for a secondment or a temporary staff position with the Ontario Nurses' Association. Such leave shall not be unreasonably denied or extended beyond twelve (12) months where operationally feasible. Notwithstanding Article 10.04, there shall be no loss of service or seniority for an employee during such leave of absence. It is understood that during such leave the employee shall be deemed an employee of the Ontario Nurses' Association. The employee agrees to notify the Employer of her or his intention to return to work at least two (2) weeks prior to the date of such return. The employee shall be reinstated to her or his former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.

12.04 Leave - ONA Provincial Board of Directors

A nurse who is elected to the Board of Directors of the Ontario Nurses' Association, other than the office of President, shall be granted leave of absence without pay. Nurses shall continue to accrue seniority and service during such leave of absence.

During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer, and the Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

12.05 Leave - ONA Provincial President

A nurse, elected to the office of President of the Ontario Nurses' Association, shall receive a leave of absence for up to two years. This term can be extended to a second [2nd] term. The nurse shall continue to accrue seniority and service during her/his 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/his intention to return to work at least four (4) weeks prior to the date of return.

12.06 Secondment/Special Projects

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

Subject to the agreement of the agency to which the nurse is seconded, the nurse's salary and applicable benefits may be maintained by the Employer and where such agreement to maintain the nurse's salary is in effect, the Employer shall be reimbursed for the full cost of salary and applicable benefits by the agency to which the nurse is seconded. The nurse agrees to notify the Employer of her/his intention to return to work at least three (3) months prior to the date of such return where possible. Before the secondment is approved, there shall be agreement on the conditions of the nurse's return to work.

- (b) The Employer shall provide leave for a nurse to serve on special projects of the Association. There shall be no loss of seniority or service during such leave. Salary and applicable benefit arrangements will be maintained by the Employer and the Employer shall be reimbursed for the full cost of salary and applicable benefits by the Association. Such billings will be done within three (3) months of such leave.

12.07 Professional and Education Leave

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

12.08 Jury/Witness Duty

If a nurse is required to serve as a juror in any court of law or is required to attend as a witness in a court proceeding in which the crown is a party, or is required by

subpoena to attend a court of law or coroner's inquest in connection with a case arising from the nurse's duties with an Employer, the nurse will not suffer loss of regular pay from her/his regularly scheduled hours. The nurse will promptly notify the Employer upon notification that she/he will be required to attend, repay the amount (other than expenses) paid to her/him for such service or attendance to the Employer and present proof of service requiring her/his attendance.

12.09 Bereavement Leave

Following a death in the nurse's immediate family, she/he shall be granted up to three (3) days off plus two (2) days for travelling if required.

A member of her/his immediate family shall mean: brother, sister, spouse, child, mother, father, grandparent, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-parent, step-child, same sex partner, legal guardian, fiancé. A nurse may be granted one (1) day bereavement leave with pay to attend the funeral of her/his aunt or uncle, niece or nephew.

The nurse shall receive her/his regular pay for each scheduled day of work missed to a maximum of three (3) days within the period which extends from the date of the death up to and including the day following interment, or three (3) calendar days following the death, whichever is greater.

12.10 Pregnancy/Parental Leave

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

A nurse eligible for leave under this article is entitled to combine any such leaves so that the cumulative total leave is up to twelve (12) consecutive months.

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

This notice will be waived in the event of pregnancy complications, premature birth or the sudden coming into care of an adopted child.

- (c) The nurse has the right to return to her/his former position, if it still exists, or to a comparable position, if it does not.
- (d) Each nurse/parent who has worked for the same Employer for thirteen (13) weeks shall be granted 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 service rights and shall continue to participate in the pension plan and group benefits plan unless she/**he** elects in writing not to do so.
- (g) Parents shall be defined to include adoptive parents and a person in a relationship of some permanence with the natural or adoptive mother or father of the child and who intends to treat the child as his or her own.
- (h) A nurse shall have the right to a personal leave of absence without pay to commence immediately following a parental/ pregnancy/adoption leave of absence, provided the sum of all such leaves of absence do not exceed twelve continuous months per pregnancy/adoption.

12.11

Prepaid Leave

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

- (a) The plan is available to nurses wishing to spread four (4) 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/his 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/his 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 (1) time shall not exceed one (1) staff.

The year for purposes of the program shall be September 1st of the year to August 31st of the following year or such other twelve (12) month period as may be agreed upon by the nurse, the Local Association and the Employer.

- (e) During the four (4) years of salary deferral, twenty percent (20%) of the nurse's gross earnings will be deducted and held for the nurse and will not be accessible to her/his until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the nurse at the commencement of the leave or in accordance with such other

payment schedule as may be agreed upon between the Employer and the nurse.

- (h) All benefits shall be kept whole during the four (4) years of salary deferral and the employee shall pay the required premiums. The employee may apply for a continuance of benefits for the year of leave and must pay both portions through the site (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 holdback) during the four (4) years of salary deferral.

During the year of leave, the employee's pension will be held in suspense, i.e. no contributions can be made.

- (j) Full-time nurses will not be eligible to participate in the long term disability plan during the year of leave.
- (k) During the year of leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave.
- (l) A nurse may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Executive Director or her/his designate. Deferred salary, plus accrued interest, if any, will be returned to the nurse, within a reasonable period of time.
- (m) If the nurse terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.
- (n) The Employer will endeavour to find a temporary replacement for the nurse as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the nurse as much notice as is reasonably possible. The nurse will have the option of remaining in the plan and rearranging the leave at a mutually agreeable time or of withdrawing from the plan and having the deferred salary, plus accrued interest, if any, paid out to her/him within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (o) The nurse will be reinstated to her/his former position unless the position has been discontinued, in which case she/he shall be given a comparable job.
- (p) Final approval for entry into the pre-paid program will be subject to the nurse entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the nurse's pay. Such agreement will include:

- i) A statement that the nurse is entering the pre-paid leave program in accordance with Article 12.11 of the Collective Agreement.

- ii) The period of salary deferral and the period for which the leave is requested.

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

12.12 Leave of Absence for Employees Who Serve as Local Co-ordinators for the Nurses' Association

Subject to operational requirements, an employee who serves as Local Co-ordinator for the Ontario Nurses' Association shall be granted leave of absence without pay up to a total of thirty (30) days annually. Leave of absence for Local Co-ordinators for the Ontario Nurses' Association will be separate from the Union leave provided in 12.03 above. Such leave shall not be unreasonably denied.

ARTICLE 13 - EMPLOYEE FILES

13.01 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/he has worked.

13.02 When any type of evaluation, performance appraisal, progress report or assessment related to job performance, nursing practice or other employment related matters with respect to any nurse, such nurse shall be given an opportunity to sign the document, indicate any areas of disagreement and shall also be provided with a copy of the document. Upon request, a nurse may review her/his file in the presence of her/his supervisor or designate with advance notice to the Employer.

ARTICLE 14 - HOURS OF WORK

14.01 The following provisions are intended to designate normal hours of work on a daily tour and normal hours of work over the nursing schedule and shall not be construed to be a guarantee of hours of work to be performed on each tour or during each work schedule.

- (a) The normal daily tour shall average seven and one-half (7½) hours [four hundred and twenty (420) minutes inclusive of travel time] inclusive of two and a fifteen (15) minute paid break and exclusive of a thirty (30) minute meal break.
- (b) The normal hours of work shall average seventy-five (75) hours per two (2) week period.
- (c) Any nurse may choose to flex the start time and length of tour to accommodate the needs of the caseload, providing the hours worked do not exceed the normal hours of work in a two (2) week period. The nurses will advise the employer of any planned flexing prior to commencement of the shift. Such daily flexing of length of tour done by the nurse shall not result in any overtime payment or compensatory time accumulation.

- (d) It is recommended that a nurse schedule a rest period at the approximate mid-point of her/his tour.
- (e) The daily and weekly hours of work for part-time nurses may vary from day to day and week to week.
- (f) The scheduling of nurses for weekend duty shall be on a rotational basis. The employer will schedule nurses to work according to the following:
 - (i) Nurses will normally work two (2) weekends in five (5).
 - (ii) In the event of staff shortages on weekends as a result of leaves of absence or increased client volume, the employer may schedule nurses to work one (1) in two (2) weekends within a scheduling cycle. Nurses will be assigned such extra weekends, if required, on a rotational basis in reverse order of seniority.
- (g) Nurses will not be scheduled or required to work in excess of the normal daily tour without her/his consent.

14.02 Evening Visiting Program

- (a) The normal hours of work for the evening visiting program have the majority of hours between 1400h to 2330 h. If the caseload permits, the nurse may flex her/his start and stop time.
- (b) The Employer will endeavour to provide the nurses with their assignment two (2) hours prior to their start of shift.
- (c) There shall be appropriate communications from the regularly scheduled team meetings to the evening nurses.
- (d) When a nurse in the Evening program is required to remain available after her/his tour is completed, then, provided she/he is scheduled for standby, will be on standby time.
- (e) A nurse who has worked a full day shift will not be scheduled evening visits on that day. The posted schedule will provide for evening staffing. However, where the employer has been unable to staff an evening shift an on-call nurse who has worked the day shift may be required to be scheduled evening visits on that day to meet client needs.
- (f) Vacancies of evening shifts due to regularly scheduled days off, vacation requests and leaves of absences will first be filled by available part-time and casual RNs.

14.03 Scheduling

The following shall apply to the schedule posted or provided by the Employer.

- (a) Full time nurses will have a master rotation. Such master rotation will not be changed without six (6) weeks' notice to the union.
- (b) Part time nurses will be scheduled based on a six (6) week master rotation.

- (c) The work schedule shall be posted four (4) weeks in advance and will cover a six (6) week period.
- (d) The employer will email employees two (2) weeks prior to the posting of the schedule requesting employee's time off requests.
- (e) There shall be no split tours scheduled by the Employer, unless mutually agreed between the nurse and the Employer.
- (f) The work schedule shall provide a minimum of sixteen (16) hours off between tours, unless otherwise mutually agreed between the nurse and the Employer.
- (g) A nurse shall not be scheduled by the Employer to work more than seven (7) consecutive tours, unless mutually agreed between the employee and the Employer.
- (h) A part-time nurse's scheduled tours on a posted work schedule shall not be changed by the Employer to other tours (e.g. days to evenings) without twenty-four (24) hours' notice. The Employer will not exercise this clause in an arbitrary manner.
- (i) A request for an exchange of tours set out in the posted time schedule must be submitted in writing and signed by the nurses requesting the exchange. It is understood that such request for exchange shall not result in any premium payment and will not be unreasonably denied.

14.04

- (a) Scheduling of nurses for weekends, evening duty and on call shall be done on a rotational basis. Notwithstanding this, nurses currently working full-time, who were hired on or before December 31, 1998, shall not normally be scheduled to work evenings and on call except in emergency situations where other qualified staff members are unavailable. These nurses shall be scheduled to work evenings and on call in reverse order of seniority.
- (b) For scheduling purposes, a "weekend" shall be defined as at least fifty-six (56) hours off during the period commencing at 1600h Friday and ending at 0800h Monday.

14.05

Christmas/New Year's

- (a) The schedule covering the Christmas and New Year's period will be posted by November 1st of each year.
- (b) In order to accommodate the Christmas/New Year's scheduling, normal scheduling provisions shall not operate during the period of December 15th to January 9th (first [1st]) weekend after New Year).
- (c) A nurse shall not be scheduled to work both Christmas and New Year's unless otherwise mutually agreed between the nurse and the Employer.
- (d) A nurse who works Christmas time shall be scheduled to be off for at least five (5) consecutive days over New Year's time and vice versa. Such days shall be provided through a combination of designated holidays and regularly scheduled days off, mutually agreed between the employee and the Employer.

- (e) Christmas time shall include Christmas Eve Day at 1600h, Christmas Day and Boxing Day.
- (f) New Year's time shall include New Year's Eve Day at 1600h and New Year's Day.

14.06

Part-time Nurses

- (i) Part-time nurse shall work:
 - Weekends in accordance 14.01 (f);
 - Minimum three (3) on call shifts per month;
 - Up to twenty (20) shifts per six week schedule;
 - Vacant evening shifts.

The number of tours shall not be construed to be a guarantee of hours of work to be performed on each tour and during each work schedule. Additional work shall be assigned based on availability in accordance with Article 16.

- (ii) A part-time nurse may be hired to do weekend work only. This may include a paid holiday attached to a weekend. Such nurses will not be eligible for weekend premium payment. Such weekend nurses shall not work outside weekend hours until the other part-time nurses have been scheduled as per Article 14.07(i). For scheduling purposes, weekend nurses shall be considered casual part-time for week day work scheduled per Article 16.
- (iii) Subject to continuity or other operational requirements being equal, the Employer shall endeavour to offer additional tours to part-time nurses before casual nurses.
- (iv) Designated holidays shall be equitably distributed among the part-time nurses in the bargaining unit.
- (v) Part-time nurses shall work up to five (5) tours over Christmas or New Year's.

14.07

Casual Nurses

- (i) It is understood that casual nurses do not have normal hours of work. All assignments for the next day will be faxed by the office by 1630h.
- (ii) Casual nurses are expected to maintain competence to work as a VON nurse. Subject to a casual employee's right to elect to work, casual nurses shall provide availability and are expected to work a minimum of one (1) weekday shift per week, at least one (1) weekend in three (3) and one (1) on-call assignment per month. A casual nurse who has not provided availability or has refused offers of work for a period in excess of two (2) months, without an explanation satisfactory to the Employer, will be removed from the casual list.
- (iii) Casual employees who have been offered and accepted shifts based on their availability cannot cancel such shifts and the process for exchanging a scheduled shift in Article 15.03 (e) is to be followed.

14.08 Cancellation Guidelines

Visiting Nursing Program:

(a) Cancellations will be done on the basis of reverse seniority as follows:

- (i) In the event that work is not available for a scheduled part-time nurse and additional work does not become available in accordance with Article 16.01, she/he shall be credited with four (4) hours seniority.
- (ii) The cancellation notice will be given personally to the nurse where possible, but where the nurse cannot be contacted, the notice will be placed on her/his voice mail.
- (iii) Any nurse so displaced in (a) above, shall be notified of her/his cancellation immediately. Such cancellation shall not impose a requirement for minimum pay. Such displacement is not considered a lay off and is not an Employer cancellation.
- (iv) Twelve (12) hours notice of cancellation initiated by the Employer shall be required to cancel any scheduled day tour, unless mutually agreed between the nurse and the Employer.
- (v) Three (3) hours notice of cancellation initiated by the Employer shall be required to cancel any scheduled evening or night tour, unless mutually agreed otherwise by the employee and the Employer.

(b) Cancellation Pay

If a nurse's scheduled tour is cancelled with less than twelve (12) hours notice prior to the starting time of her/his scheduled tour, she/he shall receive four (4) hours pay at her/his regular straight hourly rate. The cancellation notice will be given personally to the nurse where possible, but where the nurse cannot be contacted, the notice will be placed on her/his voicemail.

(c) Minimum Call In

If a member is called in for extra work, she/he shall be paid a minimum of four (4) hour pay at her/his straight hourly rate.

(d) Standby/Lag Time

Where due to client cancellation or other unforeseen circumstance a nurse has a period of time between clients she/he will, after exhausting other reasonable attempts to fill such time, be considered on standby.

14.09 Volume Fluctuations for Full Time

(a) The Employer will make a reasonable effort to schedule senior nurses for full shifts. If a senior nurse is assigned to work less than a full shift, she/he shall, subject to reasonable considerations of specific client needs, travel

and mandatory continuity standards, be assigned visits from the work list of the least senior nurse scheduled to work that day, (up to a full day).

- (b) If it is not possible to assign a senior nurse to work a full shift, the nurse will be paid for all hours worked and may utilize compensatory time or vacation credits to provide a full day's pay or elect to take the time off without pay.
- (c) The parties agree that the operation of Article 14.10 does not constitute a layoff.

14.10 A nurse who is required by the Employer to make phone calls while on-call will be paid at the nurse's regular straight time hourly rate of pay for actual time spent on such phone calls.

ARTICLE 15 – JOB SHARING

15.01 Job sharing is defined as an arrangement whereby two or more nurses share the hours of work of what would otherwise be one full-time position. Job sharing requests with regard to full-time positions shall be considered on an individual basis.

15.02 Total hours worked by the job-sharers shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) nurses and the Nursing Supervisor.

15.03 Each job sharer may exchange shifts with her/his partner, as well as with other nurses, as provided by the Collective Agreement.

15.04 The job sharers involved will have the right to determine which partner works on scheduled paid holidays and the job-shared position shall only be required to work the number of paid holidays that a full-time nurse would be required to work.

15.05 Coverage

It is expected that both job sharers will cover each other's absences including incidental illnesses and vacation. If, because of unavoidable circumstances, one cannot cover the other, the supervisor must be notified to book coverage. Job sharers are not required to cover for their partners in the case of prolonged or extended absences, but may be offered the opportunity to do so.

15.06 Implementation

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 in accordance with the Collective Agreement.

15.07 Any incumbent full-time nurse wishing to share her/his position may do so without having her/his half (½) of the position posted. The other half (½) the job-sharing position will be posted and selection will be in accordance with the Collective Agreement.

15.08 If one (1) of the job sharers leaves the arrangement, her/his position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining nurse will have the option of continuing the full-time position or reverting to a part-time position for which she/he is qualified. If

she/he does not continue full-time, the position must be posted in accordance with the Collective Agreement.

15.09 The nurses involved in a job sharing arrangement will be classified as part-time and will be covered by the provisions of this agreement applicable to part-time nurses.

15.10 Discontinuation

Either party may discontinue the job-sharing arrangement with thirty (30) days notice. Upon receipt of such notice, a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation.

ARTICLE 16 - SCHEDULING/CASELOAD MANAGEMENT

16.01 Scheduling Guidelines

Nurses will be scheduled according to the following guidelines:

(a) In the event that additional work becomes available after the schedule has been posted, the work shall be offered to nurses in descending order of seniority as applicable in each case, subject to reasonable consideration of specific client needs, travel and mandatory continuity standards.

- i) Nurses who have been cancelled,
- ii) non-scheduled part-time nurses
- iii) weekend nurses/casual nurses
- iv) full-time nurses

16.02 Nurses shall be responsible for attending and contributing to team meeting/huddle for the area in which they are scheduled for that shift.

ARTICLE 17 - PAID HOLIDAYS

17.01 The following holidays will be recognized as paid holidays:

New Year's Day	Family Day
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Canada Day	Christmas Day
Civic Holiday	Boxing Day

In addition to the above listed designated holidays, each full-time nurse will receive one (1) float holiday after she/he has completed twelve (12) months of service. This day will be scheduled by mutual agreement between the employee and the Employer. Premium pay will not be paid for working on a floater day.

Any holiday proclaimed by the Federal, Provincial, or Municipal government(s) shall replace a float day(s).

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

- 17.03 A full-time nurse shall not be scheduled to work on any designated holiday unless she/he is also scheduled to work the attached weekend. In the event that a full-time nurse works on any of the foregoing designated holidays, she/he shall be paid at the rate of one and one-half (1½) times her regular straight time rate of pay for all hours worked on such holiday. In addition, she/he will receive an additional day off with pay at a time mutually agreed between the nurse and the Employer, within the fiscal year.
- A full-time nurse may accumulate up to two (2) lieu days which may be taken at her/his request, subject to service need, singularly or consecutively, or added to her/his vacation.
- 17.04 A nurse, who works Christmas time, shall not be required to work New Year's time. The Employer will rotate the requirement to work Christmas time and New Year's time on alternate years.
- 17.05 A part-time nurse shall be paid at the rate of time and one-half (1½) her/his regular straight time hourly rate for all hours worked on the recognized holidays.
- 17.06 A tour that begins during the twenty-four (24) hour period of the above holidays, with the majority of hours worked to fall within the holiday, shall be deemed to be work performed on the holiday for the full period of the tour.
- 17.07 Where a holiday falls during a full-time nurse's scheduled vacation period, her/his vacation shall be extended by one (1) day unless mutually agreed to schedule a different day off with pay. Where a holiday falls on a full-time nurse's scheduled day off, an additional day off with pay will be scheduled.

ARTICLE 18 – VACATIONS

- 18.01 A full-time nurse shall be granted vacation with pay as follows:
- (a) less than one (1) year of full-time continuous employment - point eight (0.8) days per month of full-time continuous employment
 - (b) one (1) year but less than three (3) years of full time continuous employment - three (3) weeks;
 - (c) three (3) years but less than fifteen (15) years of full-time continuous employment - four (4) weeks;
 - (d) fifteen (15) years but less than twenty-five (25) years of full-time continuous employment - five (5) weeks;
 - (e) twenty-five (25) and more of full-time continuous employment - six (6) weeks.
 - (f) Effective April 1, 2003, vacation entitlement increases will become effective on the pay period following the entitlement trigger.

Nurse must be a current active employee of VON to benefit from the activation date.

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

- (a) less than one (1) year
2 weeks entitlement - four percent (4%) of gross earnings
- (b) three (3) week entitlement - six percent (6%) of gross earnings
- (c) four (4) week entitlement - eight percent (8%) of gross earnings
- (d) five (5) week entitlement - ten percent (10%) of gross earnings
- (e) six (6) week entitlement - twelve percent (12%) of gross earnings.

18.03 Casual nurses shall be entitled to 4% vacation pay to be paid on each pay.

18.04 Vacation pay for part time and casual nurses shall be paid on each pay.

18.05 For the purpose of vacation entitlement, service for those nurses whose status is changed from part-time to full-time and vice versa shall mean the combined service as a part-time and full-time nurse accumulated on a continuous basis.

Effective January 1, 1998, the equivalent to a full-time year of service for part-time nurses is recognized as fifteen hundred (1,500) hours. Part-time nurses hired, prior to January 1, 1998, will accumulate seniority to their next advancement date based on seventeen hundred and twenty-five (1,725) hours of service and then will advance on the basis the fifteen hundred (1,500) hours equivalent.

18.06 When a nurse's employment is terminated by the Employer for any reason, full payment for vacation earned, but not taken, will form part of such nurse's termination. If vacation has been received by the nurse over and above the vacation she/he is entitled to pursuant to the terms of this agreement, there shall be deducted from the salary of the nurse or refunded to the Employer by the nurse an equal amount equivalent to the pay for vacation received without entitlement.

18.07 Requests for vacation shall be submitted by February 1st for the six (6) months, from April to September; and by August 1st for the six (6) month period of October to March. The Employer will post the final list by March 15th and September 15th, respectively. All other vacation requests shall be submitted one (1) month in advance and shall be considered on an individual basis. The approval of any vacation is subject to the operational requirements of the Employer. Vacation time shall not be unreasonably denied.

18.08 Vacation Scheduling:

- (a) The vacation quota shall not be unduly restrictive and shall only include members of the bargaining unit.
- (b) In the event of conflict, seniority, shall govern with respect to scheduling of vacations.
- (c) A week of vacation shall be defined as seven (7) consecutive calendar days which includes five (5) vacation days and two (2) days off.
- (d) Vacation may commence on any day of the week.

- (e) Weekends prior to and following scheduled vacation will be scheduled off.
- (f) Notwithstanding 17.05, single vacation days may be granted as long as the nurse provides three (3) working days notice and subject to operational requirements.
- (g) Where an employee's scheduled vacation is interrupted due to hospitalization/serious illness which commenced prior to and continues into scheduled vacation period, the period of such illness may be considered sick leave. The portion of the employee's vacation which is deemed to be sick leave under this provision will not be counted against the employee's vacation credits.
- (h) Where a full-time nurse's scheduled vacation is interrupted due to bereavement, the nurse shall be entitled to bereavement leave. The portion of the employee's vacation which is deemed to be bereavement leave under this provision will not be counted against the employee's vacation credits.
- (i) A nurse may not change her authorized vacation time without a written request from the nurse and the prior approval of the Employer.
- (j) The winter school break vacation shall be rotated among interested nurses.
- (k) Subject to 18.01 (l), the parties agree that annual vacation is intended to be taken in total each year. Where a nurse requests to take her/**his** entire vacation and the Employer does not approve the entire vacation, then it shall be paid out at the end of the fiscal year. The Employer shall notify each nurse of her/**his** vacation balance on or before January 15th in each year.
- (l) Vacation may not be carried over from one (1) fiscal year to the next, except that a maximum of five (5) days may be carried over, with the written permission of the Executive Director or her/**his** designate.

ARTICLE 19 - SICK LEAVE

- 19.01 Full-time nurses will accumulate sick leave on the basis of one and one half (1½) working days for each month of service up to a maximum of one hundred and twenty (120) days.
- 19.02 Sick leave credits will continue to accrue for all nurses during such time as the nurse may be absent on sick leave. Designated holidays and regular days off shall not form part of the illness period.
- 19.03 A nurse shall be entitled to an annual statement of her/**his** sick leave credit. This statement shall be given to the nurse on or before the end of April of each year of her/**his** employment.
- 19.04 If a physician's certificate is requested, the Employer shall pay any fee for such certificate which is not payable by the nurses' health insurance plan.
- 19.05 A nurse, whose status changes from full-time to part-time as a result of a lay off, will have sick leave credits returned if she/**he** accepts a recall or is successful in a job posting and reverts back to full-time status within two (2) years of the lay off.

19.06 Where nurses are unable to schedule medical and dental appointments outside working hours, 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.

19.07 Modified Work

- (a) The Employer will notify the Local Nurses' Association of the names of all nurses off work due to work related injury (whether or not the nurses are in receipt of WSIB Benefits) and those on LTD by the 15th of each month.
- (b) A modified work program may be made available for nurses returning from illness or injury compensable under the Workplace Safety and Insurance Act, 1997 or LTD.
- (c) The Employer will notify the Local Nurses' Association of the name of any nurse returning to work on a modified/light/alternate work program.
- (d) Prior to any nurse returning to work on a modified/light/ alternate work program, the Employer will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the Local Executive to negotiate a back-to-work program for the nurse. The unavailability of a staff representative of the Association shall not delay such meeting.
- (e) The Employer agrees to provide the nurse with a copy of the Workplace Safety and Insurance Board, Form 7, at the same time it is sent to the Board, and the nurse will provide a copy of Form 6.

ARTICLE 20 - PENSION AND GROUP BENEFITS

20.01 A VON Pension Plan is maintained at a National level. Enrollment, participation and contributions by the nurses and the Employer will be in accordance with the terms and conditions of that Plan.

- (a) All full-time nurses who are presently enrolled in the Employer's pension plan shall maintain their enrollment in the Plan. Full-time nurses employed, but not yet eligible for membership in the Plan, shall, as a condition of employment, enrol in the Plan when eligible.
- (b) Part-time nurses may participate in the VON Canada Pension Plan.

20.02 During the term of this agreement, current benefits apply. The Employer shall contribute towards the premium coverage of participating eligible nurses in the active employ of the Employer under the insurance plans set out below, subject to their respective terms and conditions including any enrollment requirements:

(a) O.H.I.P.

One hundred percent (100%) of the billed premium towards the coverage of eligible nurses in the active employ of VON under the Ontario Health Insurance Plan through the Employer Health Tax.

(b) Life Insurance

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

ii) A nurse may elect to purchase additional voluntary life insurance and accidental death and dismemberment insurance in accordance with the terms of the plan.

(c) Extended Health

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

(d) Dental Plan

Fifty percent (50%) of the billed premium towards coverage of eligible nurses in the active employ of the VON for the Dental benefits as provided under the VON National Group Insurance Plan which is to be equal to Blue Cross #9, provided that the balance of the premium is paid by each nurse through payroll deductions.

(e) Long-term Disability

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

20.03 During contract years, the Employer may substitute another carrier for any of the foregoing or amend the plan design, provided that consultation occur between the Association and the Employer and that the level of benefits conferred are comparable, unless mutually agreed to between the Association and the Employer. The Employer will advise the Association of any change in carrier or under writer at least sixty (60) days prior to implementing a change in carrier.

20.04 The Employer shall provide each nurse with information booklets outlining the current provisions in the insured benefit plans set out above. Upon request, the Employer will make the plans available to the Association for inspection.

20.05 Part-time employees are eligible to participate in the above plans subject to the plans eligibility requirements. Part-time nurses who participate in the above plans shall have the percentage in-lieu as set out in Article 24.09 reduced by 2%.

20.06 The Total amount of the annual EI rebate for members will be directed towards the cost of the employee's enhanced benefits.

ARTICLE 21 - SKILLS DEVELOPMENT AND TRAINING

- 21.01 The Employer and the Association recognize their joint responsibility and commitment to provide and participate in the professional development of staff.
- 21.02 In recognition of the importance of employees continuing professional development, the Employer will give special consideration to requests for special work arrangements to allow employees to pursue educational opportunities directly related to nursing.
- 21.03 The parties may also attempt to negotiate with local educational institutions to provide specific courses and/or discounts to meet educational needs of nurses.
- 21.04 Nurses with special skills or training will be identified as peer resource person and nurses will be encouraged to make use of these resource persons.
- 21.05 Where there is a requirement for skills new to the employer and needed by the employer to be implemented, the initial training will be offered first to the full-time nurses and secondly the part-time, in order of seniority.
- 21.06 The employer will cover the total cost of the initial training for skills new to the employer and needed by the employer. In addition, any employee required to attend an in-service shall receive her regular hourly rate of pay for all hours in attendance at such in-service.
- 21.07 It is expected that following initial training for skills new to the employer and needed by the employer the nurse will have the responsibility for maintaining ongoing competence, by utilizing her skills in the workplace or attending in-services.
- 21.08 Technological Change
- When the Employer introduces new equipment, all staff shall receive training and ongoing education in order to optimize maximum efficiency with the new equipment.
- Where computers are introduced into the workplace and nurses are required to utilize those computers in the course of their duties, the Employer agrees that necessary computer training will be provided at no cost to the nurses involved.
- 21.09 Orientation and In-Service Program
- (a) The Employer recognizes the need for an Orientation program of such duration as it may deem appropriate taking into consideration the needs of the nurses involved and operational requirements and expectations of the Site.
- (b) Orientation for newly hired nurses will include specific training related to documentation requirements and Health and Safety relevant to the Home Care working environment. Where a newly hired nurse is assigned to job

shadow another nurse for orientation purposes, the daily work assignment will be reduced where possible.

- (c) i) The Employer will endeavour to schedule mandatory in-service programs and e-learning during a nurse's regular working hours.

When a nurse is required by VON to attend any in-service programme outside her/his regularly scheduled working hours, she/he shall be paid for time spent in attendance at such a programme at her/his regular straight time hourly rate of pay.

Where the nurse is required by VON to complete e-learning outside her/his regularly scheduled working hours, she/he shall be paid for time spent completing the e-learning at her/his regular straight time hourly rate.

- ii) Nurses involved in the organizing, preparing and presenting of in-service programmes at the employer, and outside the employer 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.
- iii) When a nurse is on duty and required by VON to attend any in-service programme, during her/his regularly scheduled working hours, she/he shall suffer no loss of regular pay. When a nurse is required by VON to attend courses outside her/his regularly scheduled working hours she/he shall be paid for all time spent in attendance at such courses at her/his regularly straight time hourly rate of pay.

ARTICLE 22 – MISCELLANEOUS

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

22.02 A copy of this Agreement in a mutually agreed form will be issued to each nurse now employed and as employed. The cost of printing this agreement shall be equally shared between the Association and the Employer.

22.03 Pay will be deposited twice per month or biweekly into the employee's bank account by direct deposit, with a clarified, itemized statement of all deductions, premiums and changes in increment in electronic format delivered by email. Nurses leaving the employ of the Employer shall be paid all outstanding monies as above, on the next regularly scheduled pay period.

NOTE: Revenue Canada Tax Form T2200 will be provided to all staff who request it.

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

22.05 Where a medical examination is required to comply with the statute, a nurse may choose her/**his** personal physician.

- 22.06 Prior to effecting any changes in the Employer's policies or rules, which would affect nurses covered by this agreement, the Employer shall first discuss such proposed changes at the Association Management Meeting.

ARTICLE 23 - OVERTIME AND PREMIUM PAYMENTS

- 23.01 Subject to Article 14, all approved time worked in excess of an average of seventy-five (75) hours biweekly shall be considered overtime.

- (a) Overtime shall be subject to the following:
- i) Any work assigned by the Employer to a part-time nurse in excess of seven and one-half (7½) hours or four-hundred and fifty (450) minutes per tour will be considered overtime subject to premium payment.
 - ii) Notwithstanding the above, given the ability to flex start and finish times and length of work day according to client/caseload needs, nurses may choose to work longer than seven and one-half (7½) or four hundred and fifty (450) minutes per tour. Such choice shall not be considered overtime.
 - iii) 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 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 quarter, the nurse will indicate in writing her/his choice of compensation for overtime worked or time off in lieu of payment. Any unused banked compensatory time will be paid out following the end of the quarter. Overtime premium shall not be duplicated for the same hours worked, nor shall overtime be pyramided with any other premiums payable.

23.02 Standby/On-Call

- (a) A nurse shall be paid two dollars and ten cents (\$2.10) for each hour she/he is assigned to standby/on-call.
- (b) Full-time nurses shall normally work only one (1) on call shift per month. Notwithstanding this, if after all the part time are scheduled for their maximum on call shifts, there are on call shifts not covered, the fulltime will be scheduled to cover the on call shift. When full time nurses are required to work on call, it shall be in reverse order of seniority with a minimum of eight (8) hours' notice. Full time nurses shall be required to work up to-three (3) on call shifts per month if necessary.
- (c) No more than one (1) Nurse will be scheduled Standby/On-Call at a time.
- (d) A Nurse who has arrived at her/his residence following the completion of her/his regular shift and is required to report back to work before commencement of her/his next scheduled shift shall be paid overtime rates of pay, with guaranteed minimum of three (3) hours at basic rates. If the

extra time worked under this subsection commences within less than three (3) hours before the start of a shift, the guarantee minimum will not apply. In such cases, she/he will receive the overtime rate for actual hours worked up to the commencement of her/his regular shift to absorb such overtime.

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

23.03 Shift Premium

Where a nurse is assigned to work on the evening or night tours, she/he shall be paid a premium for all hours worked where the majority of the hours worked fall between 1630 hours and 0800 hours at seventy-five cents (.75¢) per hour. The Employer will not require a full-time nurse, who works the day shift, to work an evening shift within the same twenty-four (24) hour period.

23.04 Weekend Premium

Where a nurse is assigned to work on a weekend, she/he shall be paid a premium of one dollar (\$1.00) per hour for all hours worked between 2400 hours Friday and 2400 hours Sunday. Such premium shall not apply to part-time nurses who are hired to work exclusively on weekends.

23.05 Responsibility Pay

Whenever a nurse is temporarily assigned by the Employer to replace a Supervisor for a period of one (1) day or longer, she/he shall be paid an allowance of forty-five cents (.45¢) per hour in addition to her/his regular salary.

23.06 Reporting Pay

A nurse who reports for work according to a normal tour as assigned on the posted work schedule shall unless otherwise notified by the Employer, receive a minimum of four (4) hours pay at her/his regular straight time hourly rate of pay if her/his regular duties are not available. Such nurse shall be required to perform any nursing duties as assigned by the Employer.

ARTICLE 24 – COMPENSATION

24.01 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.

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

24.03 Previous Experience Credit

For the purposes of initial placement of a newly hired full-time or part-time nurse on the wage grid, such nurse shall make a claim in writing for recognition of recent related visiting nursing experience and recent related nursing experience at the time of application for employment. The nurse shall co-operate with the Employer by providing verification of such previous experience in writing from previous Employers during the probationary period. 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 date of hire. Such placement shall be on the basis of one (1) increment for each year nursing experience and up to the maximum of the salary schedule. This shall apply to incumbents as well as new hires.

24.04 An annual increment shall be effective on each nurse's anniversary date of employment and after each fifteen hundred (1,500) hours paid in the case of part-time nurses.

The equivalent to a full-time year of service for part-time nurses is recognized as fifteen hundred (1,500) hours.

Part-time nurses hired, prior to January 1, 1998, will accumulate seniority to their next advancement date based on seventeen hundred and twenty-five (1,725) hours of service and then will advance on the basis the fifteen hundred (1,500) hours equivalent.

24.05 When a new classification within the Bargaining Unit is established by the Employer, or the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, or where a nurse alleges she/he has been improperly classified, the Employer shall advise the Association of such new or changed classification and the rate of pay established. If requested, the Employer agrees to meet with the Association to review the appropriate rate of pay, providing any such meeting shall not delay the implementation of the new classification. Where the Association challenges the rate of pay established by the Employer and the matter is not resolved following any meeting with the Association, a grievance may be filed at Step 1 of the grievance procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the grievance procedure it may be referred to arbitration.

Any change in the rate established by the Employer through meetings with the Association or by a Board of Arbitration shall be retroactive to the time at which the new or changed classification was first filled.

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

24.07 A part-time nurse who is temporarily replacing a full-time nurse shall continue to be treated as a part-time nurse.

24.08 Call Back/Call-In Pay

An employee who has arrived at her/his residence following the completion of her/his regular tour or where a nurse is called in from standby, and is required to report back to work before commencement of her/his next scheduled tour

shall be paid time and one-half (1½) her/his regular hourly rate for all hours worked as per Article 22.01 (b). Payment/time will be charged from door-to-door for nurses who live within the county and from the County Line for those nurses who live outside the County.

24.09 Percentage In Lieu

In lieu of benefits set out in Articles 17, 19 and 20 part-time and casual nurses shall receive six and one-half percent (6½%) of their regular straight time hourly rate. Such amount shall not be included in the base used for the purposes of calculating any premiums nor shall it be paid on any overtime or premium hours worked. Part-time and casual nurses who opt to join the pension plan shall have their percentage in lieu reduced two percent (2%).

24.10 (a) Travel Allowance

Effective the beginning of the first full pay period following the date of ratification (December 4, 2017) the kilometre rate will be the VON Corporate Rate (not less than forty-two (\$0.42) cents) will be paid to an employee who is required to use her/his personal vehicle in the performance of her/his duties.

(b) Claimable travel shall include all travel between clients. Travel from the employee's home to the first client of the day, and from the last client of the day to the employee's home, may not be claimed. If a nurse's first visit of the day is more than twenty-five (25) kilometres from the nurse's home, payment for mileage will commence and terminate at that twenty-five (25) kilometre point. For nurses who live outside the Peterborough city limits, the twenty-five (25) kilometres referred to above will be measured commencing at the city limits.

ARTICLE 25 - PROFESSIONAL RESPONSIBILITY

25.01 In the event that the Employer assigns a number of patients or a workload to an individual nurse or group of nurses such that she/he or they have cause to believe that she/he or they are being asked to perform more work than is consistent with proper patient care she/he or they may refer the matter in writing to the Association Management Committee within thirty (30) calendar days (see form in Appendix "B"). The Chairman of the Association Management Committee shall convene a meeting of the Association Management Committee within ten (10) calendar days of the referral. The Committee shall discuss and attempt to resolve the matter to the satisfaction of both parties.

ARTICLE 26 – DURATION

26.01 This Agreement shall continue in effect until March 31, 2018 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.

26.02 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.

26.03 All terms of the collective agreement shall become effective upon date of ratification by both parties to the agreement unless specifically stated otherwise in the

agreement. Salary rates shall be effective on the dates and in the amounts stipulated in Appendix A.

SIGNING PAGE

DATED at Peterborough , Ontario, this 2nd day of August , 2018.

FOR THE EMPLOYER

“Jon Rebick” _____
Director

“Melissa Kennedy” _____

FOR THE UNION

“Marilynn Dee” _____
Labour Relations Officer

APPENDIX "A"

Effective at the date of ratification the wage grid will receive a 0.5% wage increase across the board and 0.5% signing bonus.

Registered Nurse

	April 1, 2017
Start	\$23.55
1	\$24.70
2	\$25.65
3	\$26.95
4	\$28.26
5	\$29.55
6	\$31.19
7	\$32.81
8	\$34.44
9	\$36.08

APPENDIX B

**NOTIFICATION OF IMPROPER WORK ASSIGNMENT
AVIS D'ATTRIBUTION INCORRECTE DE TRAVAIL**

Nurses (Complainants) to complete every section / Chaque section est remplie par les infirmières (plaignantes)

DATE/TIME OF OCCURRENCE _____ DATE TO EMPLOYER _____
DATE/HEURE DE L'INCIDENT _____ DATE DE NOTIFICATION À L'EMPLOYEUR _____

AGENCY _____ WARD _____ SHIFT _____
ORGANISME _____ SERVICE _____ ÉQUIPE _____

TYPE OF CARE _____ BED CAPACITY _____ PATIENTS (#) _____
TYPE DE SOINS _____ Nbre de LITS _____ Nbre de PATIENTS (#) _____

STAFFING _____ USUAL STAFFING _____
EFFECTIF PRÉSENT _____ EFFECTIF NORMAL _____

I/We, the undersigned, believe that I was/we were given an assignment that was inconsistent with proper patient care for the following reasons. (Brief outline of problem/assignment attached).

Nous, soussignés, croyons que l'on nous a attribué une tâche qui ne permettait pas de fournir les soins voulus aux patients pour les raisons indiquées. (Joindre une brève description de la tâche et du problème.)

To correct this problem, I/we recommend: _____ Pour corriger la situation, nous recommandons: _____

NAME/TITLE OF IMMEDIATE SUPERVISOR NOTIFIED: _____ NOM/TITRE DU SUPERVISEUR IMMÉDIAT QUI A ÉTÉ AVISÉ: _____

DATE/TIME OF NOTIFICATION _____
DATE/HEURE À LAQUELLE IL A ÉTÉ AVISÉ _____

RESPONSE/ACTION _____
RÉACTION/INTERVENTION _____

Signature of Complainant(s) & Printed Name(s) below: _____ Signature des plaignantes et nom en lettres moulées: _____

X _____ X _____ X _____

I/we do not believe this response was adequate to resolve our concerns. I/we therefore request our local president/executive committee refer these concerns to the AAC. Failing resolution of the nurses' concerns, the association may consider these issues under the professional responsibility clause.

Nous croyons que les mesures prises sont insuffisantes pour régler la situation. Nous demandons par conséquent au président de la section locale ou au comité exécutif de porter la question devant le CAO. Si ces démarches n'aboutissent pas, l'association pourrait considérer ces questions sous le régime des dispositions liées à la responsabilité professionnelle.



Ontario Nurses' Association
September 1992

Association des infirmiers et infirmières de l'Ontario
septembre 1992

**Employer Copy
Copie de l'employeur**

APPENDIX B

ONA – COMMUNITY PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORM

SECTION 1: GENERAL INFORMATION

Name(s) Of Employee(s) Reporting: (Please Print) _____
 Employer: _____/Branch _____ Team/Area/Program: _____
 Date Of Occurrence: _____ Start Time: _____ Duration Time: _____
 Hrs Wkd On Call/Ext. Hrs Supervisor(at time of occ.) _____ Date/Time Submitted: _____

SECTION 2: DETAILS OF OCCURRENCE

Provide a concise summary of how the occurrence affected your practice/workload: _____

Check one: Is this an isolated incident? _____ An ongoing problem? _____ (Check one)

SECTION 3: CLIENT CARE AND OTHER CONTRIBUTING FACTORS TO THE OCCURRENCE

Please check off the factor(s) you believe contributed to the workload issue:

- Change in client acuity (psy/phy/soc) Provide details: _____
- # of Admissions _____
- # of Discharges _____
- Safety in jeopardy (specify) _____
- Unanticipated Assignment /uncontrolled variables (specify) _____
- Incomplete Referral Information _____
- Other (specify) _____
- Visitors/Family members _____
- Bed Shortage (hosp./LTC) _____
- Lack of / malfunctioning equip.(specify) _____
- Client census at time of occurrence _____
- Non-Nursing Duties: (specify) _____
- Weather _____
- Travel / Distance _____

SECTION 4: STAFFING/WORKING CONDITIONS

In order to effectively resolve workload issues, please provide details about the working conditions at the time of occurrence by providing the following information:

Regular Staff: RN _____ RPN _____ Clerical Support _____ IT Support _____
 # Actual Staff: RN _____ RPN _____ Clerical Support _____ IT Support _____
 Junior Staff Yes _____ No _____ How many? _____
 RN Staff Overtime: Yes _____ No _____ If yes, how many staff? _____ Total Hours _____
 Breaks: Meal Period: Missed _____ Late _____ Taken _____
 Rest Period: Missed _____ Late _____ Taken _____

At the time of the occurrence, the planned workload was:	#Planned	Actual #	Time Planned	Actual Time
Home Visits/ School Visits/ Clinics				
Case Conferences/Team Meetings etc.				
Documentation/ Administration (i.e. phone, paperwork, supplies)				
Inservice / Education				
Travel (number of trips)				
Other (i.e. giving a presentation etc.)				

If there was a shortage of staff at the time of the occurrence, (including support staff) please check one or all of the following that apply: Absence/Emergency Leave Sick Call(s) Vacancies

SECTION 5: REMEDY

(A) At the time the workload issue occurred, did you discuss the issue within the team/branch/program?
 Yes No Provide Details: _____

Was it resolved? Yes No

(B) Failing resolution at the time of the occurrence, did you seek assistance from the person designated by the employer as having responsibility for timely resolution of workload issues? Yes No
 Did the designated person with whom you discussed the occurrence provide guidance?
 Yes No Provide Details: _____

Was it resolved? Yes No

(C) Did you discuss the issue with your manager (or designate) on her/his next working day?
 Yes No Provide details: _____

Was isolated incident resolved? Yes No
 If an ongoing problem, was entire issue resolved? Yes No
 Were measures implemented to prevent re-occurrence? Yes No

Provide Details: _____

If staff made available, please identify the number of staff provided, their category and the amount of time they were available for:

Category (CM,RN,RPN,PHN,PSW,Clerk etc.)	Amount of time Staff available	Orientation to Branch Required	
		Yes <input type="checkbox"/>	No <input type="checkbox"/>

SECTION 6: RECOMMENDATIONS

Please check-off one or all of the areas below you believe should be addressed in order to prevent similar occurrences:

- Inservice
- Change physical lay-out
- Caseload review for acuity/activity
- Equipment (Please specify) _____
- Other: _____
- Orientation
- Float/casual pool
- ↑ RN/CM staffing
- ↑ support staffing
- Review nurse/patient ratio
- Review policies & procedures
- Perform Workload Measurement Audit

SECTION 7: EMPLOYEE SIGNATURES

I/We request these concerns be forwarded to the Employer-Association Committee.

Signature _____ Signature _____

Signature _____ Date/time Submitted: _____

Copies: (1) Manager/Chief Nursing Officer (or designate) (2) ONA Rep (3) RN (4) LRO

SECTION 8: MANAGEMENT COMMENTS

Please provide any information/comments in response to this report, including any actions taken to remedy the situation, where applicable. _____

Management Signature _____ Date: _____

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

Client care is enhanced if concerns relating to professional practice, patient acuity, fluctuating workloads and fluctuating staffing are resolved in a timely and effective manner. This report form provides a tool for documentation to facilitate discussion and to promote a problem-solving approach. ONA may use this information for statistical purposes and noting trends across the province.

THE FOLLOWING IS A SUMMARY OF THE PROBLEM SOLVING PROCESS. PRIOR TO SUBMITTING THE WORKLOAD REPORT FORM, PLEASE FOLLOW ALL STEPS AS OUTLINED IN CNO STANDARDS AND/OR APPLICABLE COLLECTIVE AGREEMENTS.

STEPS IN PROBLEM SOLVING PROCESS

- 1) **At the time the workload issue occurs**, discuss the matter within the Team/Branch//Program to develop strategies to meet client care needs using current resources. If necessary, using established lines of communication, seek immediate assistance from an individual identified by the Employer (e.g. team leader/charge nurse/supervisor) who has responsibility for timely resolution of workload issues.
- 2) Failing resolution of the workload issue at the time of the occurrence, discuss the issue with your Manager (or designate) on the Manager's or designate's next working day.
- 3) If no satisfactory resolution is reached during steps (1) and (2) above, then you may submit a professional responsibility workload report form to the Employer-Association Committee within fifteen (15) calendar days of the alleged improper assignment. (SEE BLANK REPORT FORM ATTACHED TO THESE GUIDELINES.)
- 4) The Employer-Association Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
- 5) If the issue is not resolved at the meeting in (4) above, the LRO and/or Professional Practice Specialist shall meet with Management and attempt to resolve the complaint.
- 6) The form may be forwarded to an independent assessment committee within the requisite number of days of the meeting in (5) above, **if outlined in your collective agreement**.
- 7) The Association and the Employer may mutually agree to extend the time limits for referral of the complaint at any stage of the complaint procedure.

TIPS FOR COMPLETING THE FORM

- 1) Review the form before completing it so you have an idea of what kind of information is required.
- 2) Print legibly and firmly as you are making multiple copies.
- 3) Use complete words as much as possible. Avoid abbreviations.
- 4) Report only facts about which you have first-hand knowledge. If you use second-hand or hearsay information, identify the source if permission is granted.
- 5) Identify the PROF/CNO standards of practice/policies and procedures you feel you were unable to meet.
- 6) Do not, under any circumstances, identify clients/residents.

APPENDIX C

VON COMMISSIONER PROCESS

Grievance Commissioner

- 1.01 The Employer and 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.

LETTER OF UNDERSTANDING

Between:

**VICTORIAN ORDER OF NURSES FOR CANADA – ONTARIO BRANCH
PETERBOROUGH, VICTORIA AND HALIBURTON SITE**

And:

ONTARIO NURSES' ASSOCIATION

Re: Site Amalgamation

The Employer agrees to inform the Union of site amalgamation. After such notification, the Employer will meet with the Union to discuss matters of mutual concern surrounding such amalgamation.

RENEWED at Peterborough , Ontario, this 2nd day of August , 2018.

FOR THE EMPLOYER

**“Jon Rebick”
Director**

“Melissa Kennedy”

FOR THE UNION

**“Marilynn Dee”
Labour Relations Officer**

LETTER OF UNDERSTANDING

Between:

**VICTORIAN ORDER OF NURSES FOR CANADA – ONTARIO BRANCH
PETERBOROUGH, VICTORIA AND HALIBURTON SITE**

And:

ONTARIO NURSES' ASSOCIATION

Re: Shift-Nursing

Nurses working in the shift-nursing program will be covered by the collective agreement except where modified by this agreement.

- 1) Articles on Hours of Work, Scheduling, Vacation, Compensation and Weekend work will not apply to Shift Nursing.
- 2) Staff Nursing will be defined as nursing care required to meet the needs of a single client at a time. A shift ranges in length from three (3) to twelve (12) hours. The hours of each shift will be determined by client need. The working day for each nurse shall start and end in the client's home.
- 3) Nurses working in the Shift Nursing Program will be treated as casual nurses. The seniority list for the Shift Nursing Program will be maintained separately from all other VON nursing program seniority lists.
- 4) For assignments longer than two (2) 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) Compensation

Effective April 1, 2002, the regular straight time hourly rate is Level 1 of the Visiting Nurse wage scale, inclusive of four percent (4%) paid on their regular straight time hourly rate in lieu of vacation and all benefits. Such amount shall not be included in the base used for the purpose of calculating overtime.
- 7) Premium Pay

All time worked in excess of seventy-five (75) hours in a two-week period shall be considered as overtime and shall be paid at a rate of time and one half (1½).
- 8) Cancellation

Nurses who are assigned to Shift Nursing can be cancelled up to two (2) hours in advance of assigned hours of work without penalty.

9) Reporting Pay

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

RENEWED at Peterborough , Ontario, this 2nd day of August , 2018.

FOR THE EMPLOYER

“Jon Rebick”
Director

“Melissa Kennedy”

FOR THE UNION

“Marilynn Dee”
Labour Relations Officer

LETTER OF UNDERSTANDING

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**VICTORIAN ORDER OF NURSES FOR CANADA – ONTARIO BRANCH
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And:

ONTARIO NURSES’ ASSOCIATION

Re: Inclement Weather

It is the policy of the Site that in the circumstances of inclement weather conditions, which prohibit safe driving, staff may be required to withdraw from service delivery or advised not to begin service delivery. Staff who would otherwise have been at work shall be entitled to payment for time lost from work. Payment shall be made at the employee’s normal hourly rate and employees shall not normally receive payment in excess of 7.5 hours per year. Payment to employees for time lost per year, shall be authorized by the Immediate Manager / designate.

Payment to employees for time lost from work due to inclement weather in excess of 7.5 hours per year shall be at the discretion of and expressly authorized by the Executive Director.

RENEWED at Peterborough , Ontario, this 2nd day of August , 2018.

FOR THE EMPLOYER

FOR THE UNION

“Jon Rebick”

Director

“Marilynn Dee”

Labour Relations Officer

“Melissa Kennedy”

LETTER OF UNDERSTANDING

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**VICTORIAN ORDER OF NURSES FOR CANADA – ONTARIO BRANCH
PETERBOROUGH, VICTORIA AND HALIBURTON SITE**

And:

ONTARIO NURSES’ ASSOCIATION

Re: New Graduate

The Employer recognizes that there is a special relationship between the Registered Nurses and the new graduate under the New Graduate initiative. The Employer will work closely with the Registered Nurse/ new graduate pair to facilitate successful outcomes for the pair.

Where the Employer introduces supernumerary positions to new graduates in the Visiting Nursing Program the following will apply:

- i) Only so many positions will be created as are covered by funding for supernumerary positions;
- ii) Newly graduated nurses are defined as those nurses who have graduated from a nursing program or refresher program within the last year;
- iii) The Employer will formally advise the Association of the number of supernumerary nurses assigned to the Visiting Nursing Program.
- iv) Such positions will not be subject to internal postings or request for transfer processes outlined in Article 10.07;
- v) Such nurses will be full-time and covered by the full-time collective agreement;
- vi) If the nurse has not successfully posted into a permanent position by the end of the supernumerary appointment, she/he will be reclassified to part-time and this will not be considered a lay-off;
- vii) The Employer bears the onus of demonstrating that such positions are supernumerary;

RENEWED at Peterborough , Ontario, this 2nd day of August , 2018.

FOR THE EMPLOYER

FOR THE UNION

“Jon Rebick”

Director

“Marilynn Dee”

Labour Relations Officer

“Melissa Kennedy”

LETTER OF UNDERSTANDING

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**VICTORIAN ORDER OF NURSES FOR CANADA – ONTARIO BRANCH
PETERBOROUGH, VICTORIA AND HALIBURTON SITE**

And:

ONTARIO NURSES' ASSOCIATION

Re: Geographic Areas

The geographic areas/teams referred to in the Collective Agreement are currently defined as:

- A - Peterborough south and east
- B1 - North of Parkhill West
- B2 - North Peterborough to Lakefield, Ennismore, Bridgenorth, Kinmount, Buckhorn
Curve Lake, Apsley, Bobcageon, Lakehurst
- C1 - West Peterborough, Cavan, Millbrook
- C2 - Havelock, Norwood, Keene, Warsaw, Douro

These geographic areas/teams may change from time to time based on client needs and staffing. Realignment of geographic areas/teams will be discussed with the Union in advance.

RENEWED at Peterborough , Ontario, this 2nd day of August , 2018.

FOR THE EMPLOYER

**"Jon Rebick"
Director**

"Melissa Kennedy"

FOR THE UNION

**"Marilynn Dee"
Labour Relations Officer**

LETTER OF UNDERSTANDING

Between:

**VICTORIAN ORDER OF NURSES FOR CANADA – ONTARIO BRANCH
PETERBOROUGH, VICTORIA AND HALIBURTON SITE**

And:

ONTARIO NURSES’ ASSOCIATION

Re: Full-Time Four-Fifths Positions

- 1) Requests with regard to full-time 4/5th positions shall be considered on an individual basis.
- 2) Nurses must have at least 2 years’ service with the Site to be eligible for consideration and may only retain a 4/5th position once during their tenure with the Site.
- 3) Either party may discontinue the 4/5th arrangement with sixty (60) days’ notice.
- 4) There shall be no extra cost to the Site as a result of this position.
- 5) The employer will give reasonable consideration to the nurse’s preference for the day off, subject to the understanding that the employer ultimately determines the day off. If the employer, for operational requirements, must change the day off, then the employer will explain the reason(s) to the nurse prior to implementing the change.
- 6) Nurses working in a 4/5th’s position arrangement will be treated as full-time employees for Articles 10 and 11. All other benefits including Articles 14, 17 and 23 will be on a pro-rated basis (understanding that overtime is triggered beyond 75 hours bi-weekly).

RENEWED at Peterborough , Ontario, this 2nd day of August , 2018.

FOR THE EMPLOYER

FOR THE UNION

“Jon Rebick”

Director

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LETTER OF UNDERSTANDING

Between:

**VICTORIAN ORDER OF NURSES FOR CANADA – ONTARIO BRANCH
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And:

ONTARIO NURSES' ASSOCIATION

RE: Extended Tours – ACS Clinic

WHEREAS the Parties have trialed Extended Tours in the ACS Clinic and have determined that they wish to continue with this scheduling option;

AND WHEREAS the Parties acknowledge that the scheduling of Extended Tours is subject to the formal agreement of the parties to the Collective Agreement;

AND WHEREAS the ACS Clinic is treated as an area of assignment and that a limited number of the Nurses in the bargaining unit are scheduled to work in the ACS clinic on a regular basis;

THEREFORE, the Parties agree to the following on a without prejudice or precedence basis:

1. To be available to be scheduled Extended Tours in the ACS Clinic, Nurses will be required to sign an extended tour agreement.
2. Nurses who have signed an Extended Tour agreement may be scheduled Extended Tours in accordance with this Letter of Understanding.
3. Nurses who have not signed an Extended Tour agreement may not be scheduled Extended Tours. However, Nurses who voluntarily accept an Extended Tour as an extra shift after the posting of the work schedule will not be required to sign an Extended Tour agreement. Such a tour worked will be treated in accordance with the terms of this Letter of Understanding.
4. Extended tours shall be 11.25 consecutive hours, exclusive of a total of forty-five (45) minutes of unpaid meal time.
5. Nurses working Extended Tours shall be entitled to a total of 45 minutes of Paid breaks.
6. The normal Extended Tour shall be between 0830 hours and 2030 hours.
7. Work schedules of Extended Tours may be changed and or modified with the mutual agreement of the Nurse and the Manager.
8. The schedule shall provide for a minimum of 12 hours off between Extended Tours.
9. Nurses shall not be scheduled to work more than three (3) consecutive Extended Tours, and shall be scheduled at least (2) days off following any three consecutive Extended Tours.

- 10. For Extended Tours, Overtime in accordance with Article 23.01 b) will be applicable for approved hours of work in excess of 11.25 hours worked per shift.
- 11. On-call duties in accordance with Article 23.02 shall not be assigned the night before, or following an Extended Tour.
- 12. With respect to employees working Extended Tours who are eligible to receive vacation, sick leave and paid holidays in accordance with the Collective Agreement, the following provisions will apply:
 - (i) For the purpose of accumulation of leave credits, including Article 18 - Vacations, and Article 19 - Sick Leave, a "day" is defined as seven and one-half (7.5) hours. Employees on an approved paid leave of absence, including vacation and sick leave, shall receive payment for all scheduled hours not worked, to the extent of their available accumulated leave credits.
 - (ii) Employees who work on one of the paid holiday set out in Article 17, shall be paid at the rate of time and one half (1.5) their regular straight time rate for all hours worked on such holiday. Employees who are entitled to an additional day off for working a paid holiday shall receive seven and one half (7.5) hours pay for such day at their straight time rate of pay or have such hours banked at the employee's option.
- 13. Either party may discontinue this agreement with ninety (90) days written notice to the other party.
- 14. Individual Nurses who have signed an Extended Tour Agreement may rescind their agreement with a minimum of 90 days written notice to the Employer and the Union.

DATED at Peterborough , Ontario, this 2nd day of August , 2018.

FOR THE EMPLOYER

FOR THE UNION

"Jon Rebick"

Director

"Marilynn Dee"

Labour Relations Officer

"Melissa Kennedy"

LETTER OF UNDERSTANDING

Between:

**VICTORIAN ORDER OF NURSES FOR CANADA – ONTARIO BRANCH
PETERBOROUGH, VICTORIA AND HALIBURTON SITE**

And:

ONTARIO NURSES’ ASSOCIATION

RE: RETURN TO WORK

1. The Employer will notify the Bargaining Unit Representative of the names of all nurses who go off work due to a work related injury or when an employee goes on LTD.
2. The Employer agrees to provide the Union and the employee with a copy of the WSIB Form 7 at the same time it is sent to the Board.
3. The Employer and the Union recognize the purpose of modified work/return to work programs is to provide fair and consistent practices for accommodating employees who have been ill, injured or permanently disabled, to enable their early and safe return to work, as per VON policy.
4. When it has been medically determined that an employee is ready to return to work, and prior to an employee returning on modified work, if deemed necessary by the Employer, the Employer will notify the Return to Work (RTW) representative and the employee to arrange a meeting to discuss the circumstances surrounding the employee’s return to work. This meeting may be held by teleconference. A return to work plan will be created at this meeting. The employee’s return to work will not be delayed due to unavailability of the RTW representative to attend such meeting. The Employer will provide the RTW representative with a copy of all return to work plans, following the meeting.

DATED at Peterborough , Ontario, this 2nd day of August , 2018.

FOR THE EMPLOYER

FOR THE UNION

“Jon Rebick”

Director

“Marilynn Dee”

Labour Relations Officer

“Melissa Kennedy”
