

## **COLLECTIVE AGREEMENT**

Between:

**VICTORIAN ORDER OF NURSES**  
**Brant, Haldimand, Norfolk**  
**Chatham-Kent**  
**Durham**  
**North Bay**  
**Perth-Huron**  
**Peterborough, Victoria & Haliburton**  
**Porcupine Site – Highway 11 and the City of Timmins**  
**Sarnia-Lambton**  
**Thunder Bay and District**  
**Toronto/York-Peel**  
(Hereinafter referred to as "the Employer")

And:

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

Expiry: **March 31, 2023**

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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 Nurses concerned, to provide for the prompt settlement of disputes and to establish and maintain mutually acceptable working conditions, hours of work, and wages for all Nurses within the bargaining unit.
- 1.02 It is recognized that the Nurses wish to work co-operatively with the Employer to provide the best possible community health services.
- 1.03 The Employer shall not propose or enter into any agreement or contract with Employees for whom the Union has bargaining rights, either individually or collectively which contravenes any of the provisions of this Agreement. Any such agreement shall be null and void.

## **ARTICLE 2 – RECOGNITION**

### **2.01 Brant, Haldimand, Norfolk**

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

### **Chatham-Kent**

The Employer recognizes the Ontario Nurses' Association as the bargaining agent of all Registered and Graduate Nurses employed by VON Canada – Ontario Branch, Chatham-Kent Site in a nursing capacity at its Chatham-Kent Site, save and except nursing Supervisor, persons above the rank of Nursing Supervisor.

### **Durham**

The Employer recognizes the Ontario Nurses' Association as the bargaining agent for all Registered and Graduate Nurses employed in a nursing capacity by the Victorian Order of Nurses for Canada – Ontario Branch, – Durham Site, in the Regional Municipality of Durham, save and except supervisors and persons above the rank of supervisor.

### **North Bay**

The Employer recognizes the Ontario Nurses' Association as the bargaining agent for all Registered Nurses, Registered Practical Nurses and Nurses with a Temporary Certificate of Registration engaged in a nursing capacity at the Victorian Order of Nurses for Canada– Ontario Branch, North Bay Site, save and except managers and those above the rank of manager.

This also includes Sturgeon Falls.

### Perth-Huron

The Employer recognizes the Union as the bargaining agent of all Registered Nurses, and Nurses with a Temporary Certificate of Registration employed in a nursing capacity by the VON Canada – Ontario Branch Perth-Huron Site in the City of Stratford and at the satellite office located in Listowel, Ontario (285 Sarah Avenue North), save and except Supervisors and persons above the rank of Supervisor.

### Peterborough, Victoria & Haliburton

The Employer recognizes the Union 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.

### Porcupine Site – Highway 11 and the City of Timmins

- (a) The Employer recognizes the Ontario Nurses' Association as the bargaining agent for all Registered and Graduate Nurses and Registered Practical Nurses and Nurse Practitioners employed by the Victorian Order of Nurses for Canada-Ontario Branch, Porcupine Site – Highway 11 and the City of Timmins, save and except the Supervisors and persons above the rank of Supervisors.
- (b) The Employer recognizes the geographic areas and teams set out below. Nurses are hired to work anywhere within the geographic area serviced by the Site. Notwithstanding this, the Employer will make every effort to assign nurses to work in the primary area to which they were assigned at the time of hire. The Employer will not assign nurses in the visiting nursing program in area (b) or (c) to work in the area (a).
  - i) Timmins
    - A) Nurse Practitioner Wellness Program
    - B) Foot Care Program
    - C) Diabetes Program
  - ii) VON Highway 11
    - A) Visiting Nursing Program
  - iii) Kirkland Lake
    - A) Visiting Nursing Program

Temporary assignment between areas ii) and iii) will be by mutual agreement between the manager and the nurse.

### Sarnia-Lambton

The Employer recognizes the Union as the bargaining agent of all Registered Nurses, and Nurses who hold a Temporary Certificate of Nursing, employed in a nursing capacity by the Victorian Order of Nurses, Canada, Ontario Branch, Sarnia-Lambton Site in the City of Sarnia, save and except Supervisors, persons above the rank of Supervisor and persons for whom any Trade Union held bargaining rights as of June 19, 1997.

Clarity Note: For the purposes of clarity, this bargaining unit excludes the Marketing Person for the Occupational Health Program and includes Nurses in the Shift Nursing program.

### Thunder Bay and District

The Employer recognizes the Ontario Nurses' Association as the bargaining agent of all Registered and Graduate Nurses employed in a nursing capacity by the Victorian Order of Nurses – Ontario Branch, Thunder Bay and District Site, in the Districts of Thunder Bay, Kenora and Rainy River, save and except Managers and persons above the rank of Manager.

### Toronto/York-Peel

The Employer recognizes the Union as the bargaining agent for all Registered and Graduate Nurses employed in a nursing capacity by Victorian Order of Nurses for Canada – Ontario Branch, Toronto/York-Peel Site in the City of Toronto, York Region and the Regional Municipality of Peel, save and except Supervisors and persons above the rank of Supervisor.

## **ARTICLE 3 – MANAGEMENT FUNCTIONS**

- 3.01 The Union recognizes that the Employer has retained and shall possess and exercise all rights, functions, power, privileges and authority that it is 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 retains the sole right to make, enforce, and alter from time-to-time reasonable rules and regulations to be observed by the employees, provided that such rules and regulations shall not be inconsistent with the provisions of this Collective Agreement.
- 3.03 The Employer shall not execute its management rights in such a way as to be in violation of the specific provisions of this Collective Agreement.

## **ARTICLE 4 – DEFINITIONS**

4.01 A Registered Nurse is defined as a Nurse who is registered by the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act*, and *The Nursing Act*.

A Registered Practical Nurse is defined as a Nurse who is registered by the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act*, and *The Nursing Act*.

4.02 A full-time Nurse will be scheduled to work seventy-five (75) hours in a two-week period.

4.03 A part-time Nurse is a Nurse regularly scheduled to work less than full-time hours in this Collective Agreement.

4.04 A casual Nurse has no commitment to the Employer and the Employer has no commitment to the casual Nurse. A casual Nurse will provide availability for tours of duty. Where there is a part-time Nurse available, then such part-time Nurse shall receive additional work before a casual Nurse is utilized.

4.05 A temporary Nurse is a Nurse hired on a term basis or to replace Nurses on leaves of absence, including pregnancy and adoption leave, for a fixed period of time. The temporary position shall be posted in accordance with Article 11 of this agreement. If the temporary position is filled by a Nurse currently employed with the Employer, then at the conclusion of the fixed term, they shall return to their former position. A Nurse hired on this basis shall be deemed to be in the bargaining unit. The parties agree that such a temporary Nurse shall have no claim to the position, which is being temporarily filled beyond twelve (12) months with the exception of parental leave up eighteen (18) months unless mutually agreed between the Employer and the Union.

The temporary Nurse, who is a new hire, shall be covered by all the terms of the Collective Agreement, except that they shall have no right to retain their fixed term job. At the conclusion of the fixed term job, this Nurse shall not be able to displace any Nurse that was hired during their term. If this Nurse, however, is hired as a full-time or a part-time Nurse during their fixed term, then the time worked shall be considered part of their probationary period for the full-time or part-time position. The Nurse, who is a new hire, will receive percentage in lieu of benefits while in the temporary position.

If a temporary position is renewed or continued beyond the fixed term, the position shall be reviewed to determine if it should be posted under Article 11 of the Collective Agreement.

4.06 A Nurse who holds a Temporary Class Certificate of Registration issued by the College of Nurses of Ontario must obtain their General Class Certificate of Registration prior to the expiry of their Temporary Class Certificate. If the Nurse fails to obtain their General Class Certificate of Registration, prior to

the expiry of their Temporary Class Certificate of Registration they may be placed on an unpaid leave of absence, otherwise they will be deemed to be not qualified for the position of Registered Nurse or Registered Practical Nurse, if applicable, and they may be terminated from the employ of the Employer. Such termination shall not be the subject of a grievance or arbitration subject to the provisions of the *Ontario Human Rights Code*.

A Nurse who holds a Temporary Class Certificate of Registration will be classified, for purposes of salary, at the start level of the appropriate wage grid.

- 4.07 The words “Nurses” or “Employees”, when used throughout this Agreement, shall mean persons included in the bargaining unit as outlined in Article 2.01.
- 4.08 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun or non-binary, 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 Union 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 their membership or non-membership in the Union, activity or lack of activity on behalf of the Union or by reason of exercising their rights under the Collective Agreement or any applicable legislation.
- 5.02 The Union agrees that there will be no Union activity, solicitation for membership or collection of Union 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, ethnic origin, place of origin, sex, sexual orientation, marital status, family status, age, ancestry, citizenship, disability, gender identity, gender expression, record of offences or any other factor which is not pertinent to the employment relationship ref: *Ontario Human Rights Code*.
- 5.04 The parties agree that they are both committed to a harassment free environment, addressing discrimination and harassment issues in a timely and effective manner and meeting their obligations in respect to accommodation/modified work.

“Harassment” means engaging in vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Harassment shall also be deemed to include harassment for reasons not specifically prohibited by the *Ontario Human Rights Code*.



- (a) Every person who is an Employee has a right to freedom from harassment in the workplace by the Employer or agent of the Employer or by another Employee.
- (b) Every person who is an Employee has a right to freedom from harassment in the workplace because of sex by their Employer or agent of the Employer or by another Employee.

The right to freedom from harassment in the workplace applies also to sexual orientation.

5.05 The parties agree that sexual harassment by any person employed by the Employer will not be tolerated in the workplace.

Sexual harassment is defined as:

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

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

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

5.06 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, NO LOCKOUT**

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

**ARTICLE 7 – UNION SECURITY**

- 7.01 The Employer will deduct from each Nurse covered by this agreement an amount equal to the regular monthly Union dues designated by ONA.
- 7.02 Such dues shall be deducted monthly and, in the case of newly employed Nurses; such deductions shall commence in the month following their date of hire. There shall be no deduction from a part-time Nurse in a month in which the Nurse does not work.
- 7.03 The amount of the regular monthly dues shall be those authorised by the Union and the Vice-President, Finance of the Union shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deductions specified in the Dues Notification Letter. In the case of any changes to the local dues levies, the notification will be made by the local Treasurer and such notification shall be the Employers conclusive authority to make the deduction specified.
- 7.04 The amounts deducted under this Article shall be remitted monthly to the Vice-President of Finance. In remitting, the Employer shall provide a list of Nurses from whom deductions were made, including their Social Insurance Numbers. The Employer shall 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. A copy of the list will be sent concurrently to the Bargaining Unit President of the local Union. The Employer shall provide the information currently provided in an electronic format.
- 7.05 The Union shall indemnify and save the Employer harmless from any claims from Nurses as a result of dues having been collected in accordance with the terms of this agreement.
- 7.06 It is understood and agreed that the Employer has the responsibility for the deduction of dues.
- 7.07 The Employer shall provide each Nurse with a T4 slip, showing the dues deducted in the previous year for income tax purposes.

**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 Union interviews.

8.02 Grievance Committee

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

8.03 Labour Management Committee

There shall be a Labour 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.

Time off for such representatives to attend meetings of the Labour Management Committee in accordance with the foregoing shall be granted and any representatives attending such meetings during the regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

8.04 Negotiating Committee

The Employer agrees to recognize a Negotiating Committee of three (3) Union Representatives for the purpose of negotiating renewals of the Collective Agreement.

The Employer agrees to recognize a central negotiating team. Nurses serving on the central team shall receive time off as required to attend negotiating meetings.

8.05 The Union shall keep the Employer notified in writing of the names of the current Nurse Representatives, committee members and any other officers of the local Union who are employed by the Employer.

8.06 The parties recognize that a Nurse Representative has the responsibility to perform their regular duties and to represent employees on Union business. If a representative must leave their regular duties for any period of time in order to attend to Union business, they will coordinate the time needed to fulfil these duties with their supervisor. Upon completion of their business, the representative will inform their supervisor that they have returned.

8.07 Representatives of the Union 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.

8.08 During the orientation period of newly hired Nurses, the Bargaining Unit President or their designate will be scheduled fifteen (15) minutes of time within regular working hours to acquaint them with the Union. These interviews shall be scheduled in advance at a time mutually agreeable to the parties.

Should the time not be mutually agreeable during the orientation period, the Employer shall schedule the newly hired Nurse(s) time, as referenced above, to meet with the Bargaining Unit President or their designate within 30 days of hire, as mutually agreeable.

8.09 The Union 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 It is recognized that the Labour Relations Officer is the signing authority on any and all documents related to bargaining unit matters.

8.11 The Employer agrees to give representatives of the Ontario Nurses' Association access to the premises of the Employer for the purpose of attending grievance meetings or otherwise assisting in the administration of this Agreement.

#### 8.12 Occupational Health & Safety Committee

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

The parties agree to comply with the *Occupational Health and Safety Act* and any other federal, provincial or municipal health and safety legislation and regulations.

- (b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Occupational Health and Safety Committee, one (1) representative selected or appointed by the Union from the bargaining unit. Toronto/York Site will have two (2) representatives. For Porcupine/Highway 11 and Durham, only the member shall be a certified member.

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

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

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

## 8.13

### Inclement Weather

#### Chatham-Kent

- (a) If weather conditions preclude safe driving a Nurse may, with the concurrence of their supervisor, not perform their scheduled field duties for the period of inclement weather. The Employer will pay Nurse's time spent to contact clients and reschedule visits.
- (b) An Employee shall not lose salary or benefits in the case of extreme inclement weather if they are able to report for work prior to 12 noon on any given workday.

#### North Bay

Staff, through consultation with their Nurse manager, may withdraw service or be advised not to begin service due to road conditions, which prohibit safe driving. Staff will be supported in their decision not to drive when conditions are hazardous. Employees who are unable to report to work or complete their work assignments due to inclement weather will be paid for all hours worked that day with a minimum of four (4) hours pay at regular straight time hourly rates of pay.

#### Perth-Huron

If a Nurse is scheduled to work and is unable to report to work or must leave work early due to adverse weather conditions, the employee shall be paid for such lost wages up to seven and one-half (7½) hours per year.

#### Peterborough, Victoria & Haliburton

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.

#### Porcupine Site – Highway 11 and the City of Timmins

- (a) Nurses who are working away from their home base and who are caught in inclement weather conditions that prevent their return to their home shall be provided with adequate accommodations and meals until the danger of travel is over.
- (b) If during field duties, weather conditions preclude the continuation of duties, the Nurse may upon receiving permission return to the office or their home. Such permission will not be unreasonably denied.
- (c) A Nurse shall not lose salary or benefits in the case of extreme inclement weather.

#### Sarnia-Lambton

The Employer will provide paid snow days to full-time Nurses and will pay part-time and casual Nurses for time lost from work due to inclement weather up to seven and one-half (7.5) hours per year, payment in excess of seven and one-half hours per year shall be at the discretion of and expressly authorized by the Executive Director.

### 8.14

#### Violence in the Workplace Policies

The Employer agrees to have policies and procedures to deal with violence in the workplace. The policies will address the prevention of violence, the management of violent situations and support to employees who have faced violence. Said policies and procedures to be reviewed and addressed at the Joint Health and Safety Committee, as necessary. These policies, measures and procedures shall be communicated to all employees and all employees will receive training and education on them. This training will also be done during a new employee's orientation and updated as required.

The Employer will notify the Joint Health and Safety Committee and Union in writing of all incidents related to violence within four (4) days in accordance with the *Occupational Health and Safety Act*. For critical injuries, the Employer will notify the Joint Health and Safety Committee and the Union immediately and in writing within 48 hours in accordance with the *Occupational Health and Safety Act*.

In the event of actual or potential risk to personal safety, including violence or threatened violence, the Employer will act immediately to reduce and/or eliminate the risk. All actions taken will be directed by policy and procedure and can include activities from negotiating with the Client for a change in practice to withdrawal of services. The Employer will discuss details of the

occurrence and actions taken to prevent a recurrence with the Union in a timely manner respecting confidentiality of all parties.

8.15 Perth-Huron

The Employer agrees that where there is risk of violence, an adequate level of trained Registered Nurses should be present. The Employer recognizes that workloads can lead to fatigue and a diminished ability, both to identify and to subsequently deal with potentially violent situation(s).

8.16 North Bay – Incident Debriefing

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

## **ARTICLE 9 – GRIEVANCE AND ARBITRATION PROCEDURE**

- 9.01 The Employer and the Union agree that it is important to adjust complaints and grievances as quickly as possible. It is understood that a Nurse has no grievance until they have first discussed their complaint with their Nurse Manager and the matter has not been resolved.

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

- 9.02 A formal grievance is defined as an alleged difference over the interpretation, application, administration or alleged violation of this Collective Agreement including any question as to whether a matter is arbitrable. All grievances shall be in writing and contain a statement of facts giving rise to the grievance, the redress sought, an indication of the Article(s) of this Collective Agreement and must be filled 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 their 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 Union will be given as much advance notice as possible.

- 9.04 The following shall be the procedure for handling and processing grievances submitted by the employee.

Step #1

The employee may submit a grievance in writing to their immediate supervisor or designate who shall give their decision within seven (7) days of receipt of the grievance.

## Step #2

If the grievance is not satisfactorily resolved at Step #1, the employee may submit the written grievance to the Executive Director or their designate within seven (7) days following the decision in Step #1.

A meeting will be held between the Employer and the grievance committee within ten (10) days of the referral. It is agreed that a staff representative of the Union may be present at the meeting and that the Employer may have such counsel and assistance as it may desire at the meeting. The Employer's decision will be delivered within seven (7) days of the meeting.

An employee is entitled to be represented by a Union representative or another available bargaining unit member of the employee's choice. In the case of suspension or discharge, the Employer shall notify the employee of this right in advance.

- 9.05 A claim by a Nurse who has completed their probationary period, that they have been unjustly discharged or suspended, shall be treated as a grievance if a written statement of such grievance is lodged by the Nurse with the Employer at Step No. 2 within seven (7) calendar days after the date the discharge or suspension is effected.

The release of a probationary Nurse for reasons based on performance and ability to do the job, including skills, suitability and availability shall not be subject to the grievance procedure unless the probationary Nurse is released for:

- (a) Reasons which are arbitrary, discriminatory or in bad faith.
- (b) Exercising a right under this Agreement.

The Employer agrees to provide a probationary Nurse with written reasons for their release within seven (7) days of such release.

A claim by a probationary Nurse that they have been unjustly released shall be treated as a grievance, provided the Nurse is entitled to grieve, if a written statement of such grievance is lodged by the Nurse with the Employer at Step 2 within seven (7) days after the date the release is effective.

- 9.06 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 management within ten (10) days after the circumstances giving rise to the grievance having occurred or ought to have come to the attention of the Nurse(s). The grievance shall then be treated as being initiated at Step #2. And the applicable provisions of this Article shall then apply with respect to the processing of such grievance.



9.07 A grievance arising between the Employer and the Union concerning the interpretation, application, administration or alleged violation of this Collective Agreement may be submitted in writing at Step #2 within ten (10) days following the circumstances giving rise to the grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting a Nurse or Nurses, which such Nurse(s) could have themselves instituted and the regular grievance procedure shall not be thereby bypassed.

9.08 Arbitration

Failing settlement of the grievance under the foregoing procedure, such grievance may be submitted to arbitration. If no written request for arbitration is received within twenty (20) days after the decision under Step #2 is given, the grievance shall be deemed to have been abandoned.

Where such a written request is postmarked within eighteen (18) days after the decision under Step #2, it will be deemed to have been received within the time limits.

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

The recipient of the notice shall, within ten (10) days, inform the other party of the name of its nominee to the arbitration board. The two (2) nominees so selected shall, within fourteen (14) days of the nomination of the second of them, select a mutually acceptable third person who shall be the chairperson. If one (1) of them fails to name its nominee, or the two (2) nominees fail to agree upon a chairperson within the time limits, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

9.09 No matter may be submitted to arbitration that has not been properly carried through all requisite steps of the grievance and arbitration procedure.

9.10 Each party shall pay its own expenses including those for its nominee and witnesses and the fees and expenses of the chairperson shall be borne equally by the parties.

9.11 The Arbitration Board shall not be empowered to alter, modify, add to or amend any part of this Collective Agreement, or to make any decision, which is inconsistent with the provisions of this Collective Agreement.

9.12 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle a grievance.

9.13 The time limits and procedures set out in the Grievance and Arbitration provisions herein are mandatory and failure to comply with such time limits and/or procedures except by the written agreement of the parties shall result in the grievance being deemed to have been abandoned.

9.14 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority the decision of the chairperson, will be final and binding upon the parties hereto and the Nurse or Nurses concerned.

9.15 Wherever arbitration board is referred to in this Collective Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the arbitration board at the time of reference to arbitration and the other provisions referring to arbitration board shall appropriately apply.

9.16 All agreements under the grievance procedure between the representatives of the Employer, and the representatives of the Union will be final and binding upon the Employer, the Union and the Nurse(s).

9.17 Grievance Commissioner

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 them. 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 9.18 to 9.22 hereof.

9.18 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 them 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 their written decision, without reasons, to both parties within ten (10) working days of the conclusion of the hearing. Upon request by either party after their decision has been rendered, the Grievance Commissioner shall deliver brief reasons, but such reasons shall not form part of their 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 them.

9.19 The Union and the Employer shall each be responsible for one-half (½) of the expense of and fees payable to the Grievance Commissioner.

9.20 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.

9.21 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 their name comes up again on the regular rotation of the panel.

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

## **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 1,950 paid hours, subject to 10.06.
- (b) Seniority for part-time Nurses shall be based on paid hours accumulated since date of last hire. It is recognized that fifteen

hundred (1,500) hours paid will be equivalent to equal one (1) year of full-time service.

- 10.02 The probationary period for full-time Nurses shall be four hundred and fifty (450) hours. The probationary period for part-time shall be four hundred and fifty (450) hours worked or six (6) months, whichever comes first. The probationary period for casual Nurses shall be four hundred and fifty (450) hours. With the written consent of the Nurse, Labour Relations Officer and the Site Executive Director or designate, the probationary period may be extended for a further two hundred and twenty-five (225) nursing hours for a Nurse. If accepted for permanent employment, their seniority shall commence from the date of their employment.

Where the Employer requests an extension of the probationary period, it will provide notice to the Union at least fourteen (14) calendar days prior to the expected date of expiration of the initial probationary period.

The parties recognize that ongoing feedback about the Nurse's progress is important to the probationary Nurse.

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

- 10.04 (a) One seniority list shall be established for all full-time and part-time Nurses covered by this agreement who have completed their probationary period. For information purposes only, the names of all full-time and part-time probationary Nurses shall be included in the seniority list. Seniority on such lists will be expressed in terms of total hours worked.
- (b) A seniority list shall be established for all casual Nurses covered by this agreement who have completed their probationary period. For information purposes only, the names of all casual probationary Nurses shall be included in the seniority list. Seniority on such lists will be expressed in terms of total hours worked.
- (c) Copies of the current seniority lists will be provided to the Union twice a year, in April and October, and before any layoff. The Employer will also post the lists in a conspicuous place at the time they are forwarded to the Union.

- 10.05 Seniority shall be retained and accumulated when a Nurse is absent from work under the following conditions:

- (a) On an approved leave of absence with pay.

- (b) When on an approved leave of absence without pay not exceeding thirty (30) continuous calendar days.
- (c) When in receipt of sick leave; including the Employment Insurance portion and Long-Term Disability.
- (d) When in receipt of Workplace Safety & Insurance Board 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*.
- (f) When on layoff of one year or less.
- (g) Any leave provisions covered by the *Employment Standards Act*.

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

- (a) On leave of absence without pay for a period, which exceeds 30 continuous, calendar days.
- (b) In receipt of WSIB benefits under circumstances other than those mentioned in 10.05 (d).
- (c) When on layoff exceeding one (1) year up to thirty (30) months.

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

- (a) Resigns.
- (b) Is discharged and not reinstated under the grievance and/or arbitration procedure.
- (c) Laid off for more than 24 months.
- (d) Fails, upon being notified of a recall, to signify their intention to return within five working days after they have received their 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 five working days after they have received the notice of recall, or such further period of time as may be agreed upon by the parties.
- (e) Fails to report to work as scheduled at the end of a leave of absence, vacation or suspension or utilizes a leave of absence for purposes other than that for which the leave was granted.

- (f) Is absent from scheduled work for a period of three consecutive working days or more without notifying the Employer of such absence and without providing a satisfactory reason to the Employer.

10.08 A Nurse's full seniority and service shall be retained by the Nurse in the event that they are transferred from full-time to part-time or in the event they move from casual to part-time or vice versa. A Nurse whose status is changed from full-time to part-time shall receive credit for their full seniority and service on the basis of fifteen hundred (1,500) hours paid for each year of full-time seniority or service.

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

10.09 Temporary Positions outside the Bargaining Unit

A Nurse who takes a position out of the bargaining unit for a period of not more than three (3) months shall not suffer any loss of service, seniority or benefits.

A Nurse who takes a position outside of the bargaining unit for a period of more than three (3) months but not more than one (1) year, including an initial three (3) month assignment that is extended with the agreement of the Union, shall retain but not accumulate their seniority held at the time of transfer. In the event the Nurse returns to a position in the bargaining unit, they shall be credited with seniority held at the time of transfer and resume accumulation from the date of their return to the bargaining unit.

A Nurse who takes a position outside of the bargaining unit for a period in excess of one (1) year will lose all seniority held at the time of transfer.

10.10 Protection of Bargaining Unit Work

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

The Employer shall not enter into any agreement that restricts or purports to restrict in any way the employment of and assignment of work to Nurses covered by this Collective Agreement without prior consultation and discussion with the Union's Labour Relations Officer for the life of this Agreement. In the event of a fundamental change in the work normally performed by members of the bargaining unit, it is agreed that the parties shall meet to discuss these changes.

- 10.11 When a Nurse transfers from another VON Site, they shall retain all service credits earned for purposes of vacation, benefits, pension and advancement on the salary grid.

10.12 Layoff and Recall

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

- (a) A layoff shall be defined as a reduction of the number of employees in the bargaining unit. No reduction in the hours of work shall take place to prevent or reduce the impact of layoff.
- (b) A permanent layoff will be defined as a layoff that will exceed thirteen (13) weeks due to a reduction in the workload. Notice provided shall be per *Employment Standards Act (ESA)*. The first eight weeks shall be considered working notice.

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

- i) Provide the Union with no less than thirty (30) working days' notice of such layoff or amalgamation.
- ii) Meet with the Union to review the following:
  - A) The reasons causing the layoff or amalgamation.
  - B) The service that the Employer will undertake after the layoff.
  - C) Method of implementation including the areas of cutback and the Nurses to be laid off.
  - D) Any other alternatives.
- iii) A Nurse who has been notified of a permanent layoff may:
  - A) Accept the layoff.
  - B) Opt to retire if eligible under the terms of the pension plan.
  - C) Elect to transfer to a vacant position provided that they are qualified to perform the available work.
  - D) Displace a Nurse who has lesser bargaining unit seniority and whose work the Nurse subject to layoff is qualified to perform. The Employer will provide a

familiarization period of up to thirty-seven point five (37.5) hours, as determined by the Employer.

- iv) In this Article, a "vacant position" shall mean a position for which the posting process has been completed and no successful applicant has been appointed.
  - v) When an employee accepts a long-term layoff, they shall be entitled to receive severance pay in accordance with the *Employment Standards Act*.
  - vi) If the Nurse has the seniority to bump someone and chooses instead to take the layoff, the Nurse may have disqualified themselves from Employment Insurance payments according to their rules.
- (c) In the event of a layoff within a specific geographic area, the affected Nurse(s) in that area shall be laid off in the reverse order of seniority provided that the Nurses who are entitled to remain on the basis of seniority are qualified to perform the work available.
- Employees laid off in a specific geographic area shall have the right to exercise the rights outlined in 10.12 (b) on a site-wide basis.
- (d) Nurses shall be recalled in order of seniority, unless otherwise agreed between the Employer and the Union, provided that senior Nurse is qualified to perform the available work on the basis of their skill, ability, experience, qualification, training and education.
  - (e) Employees subject to layoff shall be provided with a minimum of four (4) weeks' notice of layoff or such longer amount of time as provided by the *Employment Standards Act*.
  - (f) Nurses who have been laid off will be required to return to work within seven (7) days of receiving a notice of recall. Notice of recall will be by Registered Mail. The seven (7) days period may be extended to fourteen (14) days if the Nurse has obtained an alternate job and must give two (2) weeks' notice to the other Employer.
  - (g) No new Nurse will be hired when there is a Nurse(s) on layoff who is qualified to perform the available work as outlined in 10.12 (b) and (c) above.
  - (h) An employee on temporary layoff may continue to participate in the insured benefit plans, (excluding long-term disability) for up to six (6) months following the end of the month in which the layoff occurs, provided that the plan permits such continued coverage. The employee must pay the full premium cost of benefits and must arrange an appropriate premium payment schedule with the Employer.



- (i) Any agreement between the parties with respect to layoff and recall shall supersede the provisions outlined above.

#### 10.13 Notices

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

### **ARTICLE 11 – JOB POSTINGS**

The parties agree that the following article will be administered on an individual scope clause basis only

#### 11.01 (a) Durham; Thunder Bay and District

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

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

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

- (b) If no qualified Nurse applies, then the Employer may hire a new Nurse from outside the employ. The name of the successful applicant shall be communicated by general voicemail or electronically to staff and in writing to the Bargaining Unit President, by the Employer.
- (c) In assessing applicants for vacancies or new positions, the following factors shall be considered:
  - i) Skill, ability, experience, and qualifications; and
  - ii) Seniority.

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

- 11.02 Nurses from within the bargaining unit shall be given the first opportunity to fill temporary full-time vacancies provided they are qualified to perform the work in question. The Employer will outline the conditions and duration of such vacancies. Such temporary vacancy shall not exceed the time required to complete the specific circumstances which gave rise to the temporary vacancy.
- 11.03 Vacancies exceeding thirty (30) calendar days but not more than sixty (60) calendar days will not be posted and instead will be offered to all part-time staff based on seniority. Should this temporary vacancy be elsewhere than the Nurse's usual area of work, they will return to their usual area of work at the completion of the temporary vacancy provided the area of work still exists.
- 11.04 Vacancies of less than thirty (30) calendar days will be covered by the team where teams exist. In the event that a branch does not have teams, vacancies of less than thirty (30) calendar days will not be posted and instead will be offered to part-time staff on the basis of seniority in the branch.

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

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

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

Perth-Huron

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

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

Sarnia-Lambton

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

## 11.06 Peterborough, Victoria & Haliburton

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

## **ARTICLE 12 – LEAVES OF ABSENCE**

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

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

Such leaves shall not be unreasonably withheld.

### Thunder Bay and District

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

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

- (b) If the leave of absence without pay does not exceed thirty (30) calendar days, the Employer will continue to make contributions towards subsidized Nurse benefits in which the Nurse is participating, and the Nurse's seniority will continue to accumulate.
- (c) Each full-time Nurse may request up to three (3) personal unpaid leave days per year and each regular part-time Nurse may request up to one and one-half (1½) personal unpaid leave days per year.

- 12.02 All leaves of absence without pay of more than thirty (30) continuous calendar days per Article 10.05 (b) shall be without accumulation of seniority, vacation, sick leave, or any benefits under this agreement. If a Nurse wishes to remain in the group health insurance plan during their leave, they may do so by prepaying full premiums, which includes both the Employee and Employer portions, to avoid the transfer out and in, subject to the approval of the carrier.

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

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

12.03 Leave for Union Business

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

65 days for Toronto/York, Peel only

12.04 ONA Staff Leave

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

12.05 Leave – ONA Provincial Board of Directors

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

During such leave of absence, the Nurse's salary and applicable benefits shall be maintained by the Employer, and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits. Request for such leave shall be made one (1) month in advance of commencement of the leave.

12.06 President, ONA

Upon application, in writing, by the Union on behalf of the Nurse to the Employer, a leave of absence shall be granted to such Nurse elected to the office of President of the Ontario Nurses' Association. The Nurse shall continue to accrue seniority and service during their absence. During such leave of absence, the Nurse's salary and applicable benefits shall be maintained by the Employer, and the Union agrees to reimburse the Employer the amount of the full cost of such salary and applicable benefits. The Nurse agrees to notify the Employer of their intention to return to work at least two weeks prior to the date of return.

12.07 Secondment/Special Projects

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

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

The Nurse agrees to notify the Employer of their intention to return to work at least three (3) months prior to the date of such return where possible. Before the secondment is approved, there shall be agreement on the conditions of the Nurse's return to work.

- (b) The Employer shall provide leave for a Nurse to serve on special projects of the Union. There shall be no loss of seniority or service during such leave. Salary and applicable benefit arrangements will be maintained by the Employer and the Employer shall be

reimbursed for the full cost of salary and applicable benefits by the Union.

#### 12.08 Professional and Education Leave

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

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

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

A Nurse shall be entitled to leave of absence from their regularly scheduled working hours for the purpose of writing exams arising out of the Quality Assurance Program required by the College of Nurses of Ontario. The Employer shall pay 2 hours at the Nurse's straight time hourly rate to write the exam.

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

#### 12.09 Jury/Witness Duty

Brant, Haldimand, Norfolk; Chatham-Kent; Peterborough, Victoria & Haliburton

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 their regularly scheduled hours. The Nurse will promptly notify the Employer upon notification that they will be required to attend, repay the amount (other than expenses) paid to them for such service or attendance to the Employer and present proof of service requiring their attendance.

Durham

If a Nurse is required to serve as a juror in any Court of law or is required to attend as a witness in a Court proceeding in which the Crown is a party, or is required by subpoena to attend a Court of law or coroner's inquest in

connection with a case arising from the Nurse's duties with the Employer, the Nurse will receive pay for those days of their regular schedule during which they are required to be absent, provided that such Nurse promptly repays the amount (other than expenses) paid to them for such service or attendance to the Employer, and presents proof of service requiring their attendance.

#### North Bay

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

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

#### Perth-Huron; Sarnia-Lambton

If a Nurse is required to serve as a Juror in any Court of law, or is required to attend as a witness in a Court proceeding in which the Crown is a party, or is required by subpoena to attend a Court of law or Coroner's inquest in connection with a case arising from the Nurse's duties with the Employer, or is subpoenaed to attend as a witness in a College of Nurses proceeding in a matter arising from their employment, the Nurse will not suffer loss of regular pay from their regularly scheduled hours. The Nurse will promptly notify the Employer, upon notification that they will be required to attend, repay the amount (other than expenses) paid to them for such service or attendance to the Employer, and present proof of service requiring their attendance.

#### Porcupine Site – Highway 11 and the City of Timmins

- (a) If a Nurse is required to serve as a juror in any Court of law, or is required to attend as a witness in a Court proceeding in which the Crown is a party, or is required by subpoena to attend a Court of law or coroner's inquest in connection with a case arising from the Nurse's duties with the Employer, the Nurse shall not lose regular pay because of such attendance and shall not be required to work on the day of such duty provided that the Nurse:
  - i) Notifies the Employer immediately on the Nurse's notification that they will be required to attend Court.

- ii) Presents proof of service requiring the Nurse's attendance.
  - iii) Deposits with the Employer the full amount of compensation received excluding mileage, travelling, meal allowances, and an official receipt where available.
- (b) Where the Employer requires a Nurse to attend any meetings with the Employer's counsel in preparation for a case which either arises from a Nurse's employment with the VON or otherwise involves the VON, the Employer will make every reasonable effort to schedule such meetings at VON during the Nurse's regularly scheduled hours of work. If the Nurse is required to attend such meetings outside of their regularly scheduled hours, the Nurse shall be paid for all hours spent in such meetings at their regular straight time hourly rate of pay.

#### Thunder Bay and District

If a full-time or regular part-time Nurse is required to serve as a juror in any Court of law or is required by subpoena to attend a Court of law (a Coroner's inquest shall be considered a Court of law) in connection with a case arising from their duties with the Employer, they shall not lose their regular pay because of necessary absence from scheduled work due to such attendance, provided that they:

- (a) Inform the Employer immediately upon their notification that they will be required to attend Court.
- (b) Present proof of service requiring their attendance.
- (c) Promptly repay the Employer the amount (other than expenses) paid to them for such services as a juror or attendance as a witness.

#### Toronto/York-Peel

If a Nurse is required to serve as a juror in any Court of law, or is required to attend as a witness in a Court proceeding in which the Crown is a party, or is required by subpoena to attend a Court of law or coroner's inquest in connection with a case arising from the Nurse's duties at the agency, the Nurse shall not lose their regular pay because of such attendance provided that the Nurse:

- (a) Notifies the Employer immediately on the Nurse's notification that they will be required to attend Court.
- (b) Presents proof of service requiring the Nurse's attendance.
- (c) Deposits with the Employer the full amount of compensation received excluding mileage, travelling, meal allowances, and an official receipt where available.



## 12.10

Bereavement LeaveBrant, Haldimand, Norfolk

- (a) An employee shall be granted five working days bereavement leave with pay upon the death of the employee's spouse, child, stepchild, parent, stepparent, legal guardian, grandchild or step-grandchild.
- (b) An employee shall be granted three working days bereavement leave with pay upon the death of the employee's sister, brother, stepsister, stepbrother, grandparent, aunt, uncle, niece, nephew, parent-in-law, daughter/son-in-law or spousal grandparent.
- (c) An employee shall be granted two working days bereavement leave with pay upon the death of the employee's sister/brother-in-law.
- (d) Bereavement leave is intended to be taken at the time of death of a family member. However, one day may be banked in the event of a subsequent memorial service or interment.

\* Clarity note for above Bereavement Leave language: For any classification of part-time, upon notice to the Employer of a bereavement leave such Nurse will be entitled to the applicable bereavement leave (noted above) if scheduled to work in the seven (7) day window following notice to Employer.

- (e) For the purpose of bereavement leave, spouse shall include common-law partner and same sex partner relationships.
- (f) Additional leaves of absence without pay may be granted at the discretion of the Executive Director or applicable Department Manager. Any such approved leaves of absences are with respect to extenuating circumstances related to the death of an employee's family member.
- (g) A full-time employee shall be granted ½ day leave with pay to attend the funeral or memorial service of a fellow employee.
- (h) A primary Nurse shall be granted ½ day leave with pay to attend the funeral or memorial service of a long-time client.

Chatham-Kent; Sarnia-Lambton

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

A member of their 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, stepparent, stepchild, stepsibling, same sex partner, legal guardian, fiancée.

The Nurse shall receive their 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. The Employer may, at its discretion, grant additional bereavement leave days with or without pay.

#### North Bay

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

A member of their 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, stepparent, stepchild, same sex partner, legal guardian, fiancée.

The Nurse shall receive their regular pay (minimum of 4 hours pay) for each scheduled day of work missed to a maximum of three (3) days within the period which extends from the date of the death up to and including the day following interment, or three (3) calendar days following the death, whichever is greater.

A Nurse shall be granted one (1) day bereavement leave without loss of pay to attend the funeral, or a memorial service (or equivalent), in the event of the death of their aunt, uncle, niece or nephew.

#### Perth-Huron

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

A member of their immediate family shall mean brother, sister, spouse, child, mother, father, grandparent, grandchild, aunt, uncle, grandparent-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepparent, stepchild, common-law spouse, same sex partner, legal guardian, fiancé.

The Nurse shall receive their 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.

"Immediate family" and "in-laws" as set out above shall include the relatives of "spouses" as defined herein except for aunt and uncle.

#### Peterborough, Victoria & Haliburton

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

A member of their 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, stepparent, stepchild, same sex partner, legal guardian, fiancé. A Nurse may be granted one (1) day bereavement leave with pay to attend the funeral of their aunt or uncle, niece or nephew.

The Nurse shall receive their 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.

#### Porcupine Site – Highway 11 and the City of Timmins

- (a) A Nurse who notifies the Employer of a bereavement shall be granted a maximum of three (3) working days off without loss of regular salary for scheduled hours for a death in the Nurse's immediate family.
- (b) Up to two (2) additional days for travelling, in excess of 500 km, if required, may be granted without loss of regular pay from regularly scheduled hours.
- (c) "Immediate family" means parent, brother, sister, spouse, same sex partner, common-law spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, stepchild, former legal guardian or fiancé.
- (d) Where a Nurse does not qualify under the above-noted conditions, the Employer may nonetheless grant an additional unpaid leave at its discretion.
- (e) An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral of their aunt or uncle, niece or nephew.

#### Sarnia-Lambton

Following a death in the Nurse's immediate family, they shall be granted up to three (3) days off, plus two (2) days for travelling if required. A member of their 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, stepparent, stepchild, same sex partner, legal guardian, fiancée.

The Nurse shall receive their 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. The

Employer may, at its discretion, grant additional bereavement leave days with or without pay.

#### Toronto/York-Peel

A Nurse who notifies the Employer as soon as possible following a death in the Nurse's immediate family, shall be granted up to three (3) consecutive days off work without loss of their regular pay for their regularly scheduled hours up to and including the day of the funeral of a member of their immediate family. An additional two (2) unpaid days for travelling, if required to attend the funeral, shall be granted. "Immediate family" shall mean grandparent, parent, spouse, brother-in-law, sister-in-law, sibling, child, child's spouse, spouse's parent, and grandchild. Spouse for the purposes of bereavement leave will include partners of the same sex. "Immediate family" and "in-laws" as set out above shall include the relatives of "spouses" as defined herein.

A Nurse shall be granted one (1) day bereavement leave and receive their regular pay for hours scheduled to attend the funeral, or a memorial service, in the event of the death of their aunt, uncle, niece or nephew.

#### Compassionate Leave

##### Brant, Haldimand, Norfolk

Compassionate leave without loss of salary up to a maximum of three (3) working days may be allowed at the discretion of the Executive Director or designate for critical illness in the Nurse's immediate family.

##### Chatham-Kent

Compassionate leave without loss of salary up to a maximum of three (3) working days in any one calendar year may be allowed at the discretion of the Nursing Supervisor for critical illness in the Nurse's immediate family.

##### Durham

The following shall be granted:

Following a death in the Nurse's immediate family, they shall be granted up to three (3) days off plus two (2) days for travelling if required. A member of their 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, stepparent, stepchild, same sex partner, legal guardian, fiancée. The Nurse shall receive their regular pay (minimum of 4 hours pay) for each scheduled day of work missed to a maximum of three (3) days within the period which extends from the date of the death up to and including the day following interment, or three (3) calendar days following the death, whichever is greater.

A Nurse shall be granted one (1) day bereavement leave without loss of pay to attend the funeral, or a memorial service (or equivalent), in the event of the death of their aunt, uncle, niece or nephew.

#### Sarnia-Lambton

In the event of a critical illness of a member of the Nurse's immediate family, up to two (2) days leave of absence without loss of regular pay may be granted in any one calendar year.

#### Thunder Bay and District

- (a) If the parent, stepparent, guardian, spouse (including common-law or same sex spouse), child, stepchild, mother-in-law, father-in-law, grandparent, grandchild, brother, sister, brother-in-law, sister-in-law, son-in-law or daughter-in-law of a full-time Nurse dies, the Nurse who is so related to such deceased person will be granted compassionate leave with pay up to a maximum of three (3) working days plus two (2) days for travel if required. The Employer may grant a similar leave for the critical illness of an above-mentioned relative.
- (b) If a parent, stepparent, guardian, spouse (including common-law or same sex spouse), child, stepchild, mother-in-law, father-in-law, grandparent, grandchild, brother, sister, brother-in-law, sister-in-law, son-in-law or daughter-in-law of a regular part-time Nurse dies, the Nurse who is so related to such deceased person will not be required to attend at work during up to a maximum of three (3) working days which occur during the seven (7) continuous calendar days commencing from the day of the death of the relative, and the Nurse will not suffer any reduction in pay as a result of their non-attendance at work for such three (3) working days under such compassionate leave. Such Nurse is also entitled to two (2) days for travel if required as long as the travel time occurs within the said seven (7) continuous calendar day period. The Employer may grant a similar leave for the critical illness of an above-mentioned relative.

#### 12.11 Pregnancy/Parental Leave

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

- (a) The service requirement for eligibility for pregnancy/parental leave shall be thirteen (13) weeks.
- (b) The Nurse shall give written notification which shall include the expected date of return and a certificate from a legally qualified medical practitioner at least two (2) weeks in advance of the date of commencement of such leave. This notice will be waived in the event of pregnancy complications, premature birth or the sudden coming into care of an adopted child.

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

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

- (e) A Nurse shall be permitted to commence their pregnancy leave at any time up to seventeen (17) weeks before the expected date of delivery.
- (f) During pregnancy/parental leave a Nurse shall continue to accumulate seniority rights for all purposes and the Employer must continue to make Employer contributions to pension, life insurance, accidental death, extended health and dental plans unless the employee has advised the Employer, in writing, that they do not wish to continue to make the employee contributions to such plans.
- (g) Parents shall be defined to include adoptive parents and a person in a relationship of some permanence with the natural or adoptive mother or father of the child and who intends to treat the child as own.
- (h) A Nurse shall have the right to a personal leave of absence without pay to commence immediately following a parental/pregnancy/adoption leave of absence, provided the sum of all such leaves of absence do not exceed twelve continuous months per pregnancy/adoption.
- (i) Brant, Haldimand, Norfolk

Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental benefit (SUB) Plan, a Nurse who is on pregnancy leave, as provided under this Agreement, who has applied for and is in receipt of Employment Insurance Pregnancy Benefits pursuant to Section 22 of the *Employment Insurance Act, 1997*, as amended, shall be paid a Supplemental Employment Benefit. That benefit will be equivalent to the difference between eighty-four (84%) of their regular weekly earnings and the sum of their weekly Employment Insurance Benefits and any other earnings. Such payment shall commence following completion of the two-week Employment Insurance (E.I.) waiting period, and receipt by the Employer of the Nurse's Employment Insurance cheque stub as proof that they are in receipt

of the Employment Insurance Pregnancy Benefits and shall continue while the Nurse is in receipt of such benefits for a maximum period of fifteen (15) weeks. The Nurse's regular weekly earnings shall be determined by multiplying their regular working hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.

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

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

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

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

## 12.12 Family Medical Leave

### Brant, Haldimand, Norfolk

- (a) An employee is entitled to family medical leave in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) An employee shall advise the Employer as far in advance as possible with respect to the leave of absence.
- (c) The employee shall be reinstated to their former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.

### North Bay

- (a) Employees may use up to five (5) days of accumulated sick leave credits per fiscal year to attend to family related matters. Family related leave may be granted for a variety of reasons including, but not limited to:

- Caring for ill family members.
  - Assisting dependent family members in attending at medical and dental appointments.
  - Emergency childcare (e.g., school snow days, unavailability of regular day care services, etc.).
  - Special family functions.
- (b) Family related leave may also be used to extend bereavement leave or to provide bereavement leave in circumstances where the VON Bereavement Leave policy would not apply. However, family related leave may not be combined with vacation leave or paid holidays in order to extend these leaves.
- (c) If an employee does not utilize any or all of the five (5) family related leave days in a fiscal year, such days will not accumulate or be carried forward into the next fiscal year, but rather will remain as accrued sick leave.
- (d) When requesting family related leave, a minimum of five (5) days' notice is normally required. In an emergency or urgent situation, leave may be granted with a lesser period of notice and will not be unreasonably denied.

#### Perth-Huron

- (a) An employee is entitled to family medical leave in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) An employee shall advise the Employer as far in advance as possible with respect to the leave of absence.
- (c) The employee shall be reinstated to their former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.

#### Porcupine Site – Highway 11 and the City of Timmins

- (a) Employees may use up to five (5) days of accumulated sick leave credits per fiscal year to attend to family related matters. Family related leave may be granted for a variety of reasons including, but not limited to:
- Caring for ill family members.
  - Assisting dependant family members in attending at medical and dental appointments.
  - Emergency childcare (e.g., school snow days, unavailability of regular day care services, etc.).
  - Special family functions.



- (b) Family related leave may also be used to extend bereavement leave or to provide bereavement leave in circumstances where the VON Bereavement Leave policy would not apply. However, family related leave may not be combined with vacation leave or paid holidays in order to extend these leaves.
- (c) If an employee does not utilize any or all of the five (5) family related leave days in a fiscal year, such days will not accumulate or be carried forward into the next fiscal year, but rather will remain as accrued sick leave.
- (d) When requesting family related leave, a minimum of 5 days' notice is normally required. In an emergency or urgent situation, leave may be granted with a lesser period of notice.

### 12.13 Pre-Paid Leave Plan

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

- (a) The plan is available to Nurses wishing to spread four years' salary over a five-year period, in accordance with part LXVIII of Income Tax Regulations, Section 6801, to enable them to take a one-year leave of absence following the four years of salary deferral.
- (b) The Nurse must make written application to the Executive Director or their designate at least six 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 their 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 weeks of the application.
- (d) Only one Nurse may be absent at any one time. The year for purposes of the program shall be 1 September of one year to 31 August the following year or such other 12-month period as may be agreed upon by the Nurse, the Local Union and the Employer.
- (e) During the four years of salary deferral, 20% of the Nurse's gross earnings will be deducted and held for the Nurse and will not be accessible to them 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 years of salary deferral and the Nurse shall pay the required premiums. The Nurse may apply for a continuance of benefits for the year of leave and must pay both portions through the branch (i.e., Employer and Nurse portions) during the year of leave. The continuance of benefits must be approved by the benefits carrier.
- (i) Participating Nurses must continue to contribute to the pension plan based on their full salary (i.e., regular basic pay before the salary hold back) during the four years of salary deferral. During the year of leave, the Nurse'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 months' notice is given to the Executive Director or their 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 practical. 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 them within a reasonable period of time. In the case of the Nurse's death, the funds will be paid to the Nurse's estate.
- (o) The Nurse will be reinstated to their former position unless the position has been discontinued, in which case they 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 12.13 of the Collective Agreement.
  - ii) The period of salary deferral and the period for which the leave is requested.

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

### **ARTICLE 13 – EMPLOYEE FILES**

13.01 All forms of discipline, including verbal warnings, shall be followed up in writing and copied to the Nurse within ten (10) days. Any letter of reprimand, suspension or other sanction including counselling letters will be removed from the record of a Nurse eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such Nurse's record has been discipline free for the immediately preceding twelve (12) months during which they have 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 (excluding discipline) with respect to any Nurse, such Nurse shall be given an opportunity to sign the document, indicate any areas of disagreement and shall also be provided with a copy of the document. Upon request, a Nurse may review their file in the presence of their supervisor or designate with advance notice to the Employer. It is understood that such performance appraisals do not constitute disciplinary action by the Employer against the Nurse.

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

13.03 The Peer Feedback Process of the Quality Assurance Program Required by the College of Nurses of Ontario

Porcupine Site – Highway 11 and the City of Timmins

The above referenced Peer Feedback is confidential information, which the Nurse is expected to obtain by requesting feedback from peer(s) of their

choice, for the sole purpose of meeting the requirements of the Quality Assurance Program required by the College of Nurses of Ontario. The parties recognize the importance of supporting the confidential nature of the Peer Feedback component of the Quality Assurance Program. For further clarity, the above referenced Peer Feedback will not be used as a performance evaluation under Article 13.02.

## **ARTICLE 14 – HOURS OF WORK**

### **14.01      Work Week**

The following provisions are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

- (a) The normal working hours for full-time Nurses shall be seventy-five (75) hours for every two (2) week period being an average of thirty-seven and one-half (37½) hours per week.
- (b) The normal hours of work per day for Nurses shall be seven and one-half (7½) hours inclusive of travel time (exclusive of a one-half (½) hour unpaid meal period per day).

A Nurse may flex their start and finish times for day shift and their start time for evening shift with the agreement of their immediate Manager, as long as it is understood that the evening shift ends no later than midnight.

- (c) There will be two (2) fifteen (15) minute paid rest periods in each seven and one-half (7½) hour workday.
- (d) Porcupine Site – Highway 11 and the City of Timmins

A Nurse must notify their supervisor or designate as soon as they become aware that they may be unable to take their normal meal period due to the requirements of providing patient care. The Supervisor or designate may adjust the Nurse's case load to allow for a meal period, or such Nurse shall be paid one and one-half times their regular straight time hourly rate for time worked in excess of their normal daily hours as a result of missing their meal period.

### **Perth Huron**

Where a nurse notifies, prior to and has approval from, their supervisor that they have been or will be unable to take the normal lunch break due to the requirement of providing patient care, such nurse shall be paid time and one-half (1½) their regular straight time hourly rate for all time worked in excess of their normal daily hours.

## 14.02 Master Rotation

- (a) The Employer will establish and maintain a master rotation schedule. In establishing the initial master rotation, Nurses will select their line on the rotation based on seniority provided the Nurses are able to perform the available work and subject to considerations of client needs and continuity.
- (b) Once the master is established, the schedule may only be changed based on needs, volume changes and staffing requirements. Should permanent changes to the master rotation be required, resulting in Nurses having to change rotations or set days off, the Employer will discuss these changes with the Union prior to implementation.

Note: It is understood that the initial implementation of a master rotation will not result in layoffs or reduction of hours of work for the current full-time and part-time staff.

## 14.03 Weekend Language

### Brant, Haldimand, Norfolk

- (a) The scheduling of Nurses for weekend duty shall be on a rotational basis. Employees hired prior to the date of ratification, May 19, 2015, and who are working one (1) in three (3) weekends, as per their pre-determined regularly scheduled rotation, shall be grandparented until they cease to be employed by VON Brant, Haldimand, Norfolk Site.

Nurses hired on or after the date of ratification, May 19, 2015, shall work alternate weekends.

- (b) Where a part-time Nurse self-schedules on a weekend attached to a Paid Holiday then they will also self-schedule for the Paid Holiday. If additional Nurses are required to work on the Paid Holiday only, then Nurses may self-schedule their availability for coverage required on the Paid Holiday.

Nurses will not be scheduled to work more than one in three weekends and, in the event a Nurse is required to work on a weekend which contravenes this provision, all hours worked on such weekend shall be paid at the rate of time and one-half (1½) the Nurse's regular hourly rate of pay. The premium shall not apply where the Nurse works the weekend as a result of an exchange of weekends with another Nurse or if the nurse self-schedules to work more than one (1) weekend in three.

Full-time nurses who work weekends will be provided with equivalent time off during the week in lieu of their weekend off. If equivalent time off is not provided, then the full-time nurse will be paid at the rate of time and one-half (1½) for the entire weekend.

### Chatham-Kent

- (a) The scheduling of Nurses for weekend duty shall be on a rotational basis. Subject to changes in staff levels and caseloads, the Employer will schedule all Nurses to work an average of one (1) weekend in three (3). Nurses may work more weekends by mutual agreement. A weekend shall be defined as commencing 1630 hours Friday and ending at 0830 hours on Monday.
- (b) Where a full-time Nurse agrees to be scheduled to work on a weekend, they will receive alternate days off on the schedule during that pay period.

### Durham

Nurses shall not be required to work more than one (1) weekend in two (2), except in exceptional circumstances.

If a Nurse is required to work a second consecutive and subsequent weekend, they will receive premium payment of 1½ times for all hours worked on that weekend except where:

- (a) Such weekend has been worked by the nurse to satisfy specific days off requested by such nurse.
- (b) Such nurse has requested weekend work.
- (c) Such weekend is worked as the result of an exchange of shifts with another nurse.
- (d) Such weekend is worked in conjunction with a designated holiday.

### North Bay

- (a) The scheduling of Nurses for weekend duty shall be on a rotational basis. The Employer will schedule Nurses to work according to the following:
  - i) Nurses will normally work two (2) weekends in five (5), which includes three (3) weekends attached to a statutory holiday.
  - ii) Where operationally required, Nurses may be required to work one (1) in every two (2) weekends.

Paid holiday weekends attached to a statutory holiday are included in the above commitments.
- (b) A Nurse who is required by the Employer to work a second consecutive weekend shall receive payment at time and one-half their regular hourly rate of pay for the first four (4) hours worked on

each day of the second consecutive weekend save and except where:

- i) Such weekend has been worked by a Nurse to satisfy a specific schedule requested by the Nurse.
- ii) Such Nurse has requested weekend work.
- iii) Such weekend is worked as a result of an exchange of tour(s) with another Nurse.

#### Perth-Huron

Subject to changes in staff levels and caseloads, full-time and part-time Nurses will self-schedule to work an average of one (1) weekend in three (3) on the posted six (6) week schedule.

#### Peterborough, Victoria & Haliburton

The scheduling of Nurses for weekend duty shall be on a rotational basis. The Employer will schedule Nurses to work according to the following:

- (a) Nurses will normally work two (2) weekends in five (5).
- (b) 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.

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.

#### Porcupine Site – Highway 11 and the City of Timmins

- (a) Full-time Nurses will not be required to work more than one (1) weekends in two (2).
- (b) Once the Employer has made every reasonable effort to schedule full-time as per a) above, and where operationally required, full-time Nurses may be required to work one (1) in every two (2) weekends.
- (c) Part-time Nurses will not be scheduled to work more than one (1) weekend in two (2).

### Sarnia-Lambton

The scheduling of Nurses for weekend duty shall be on a rotational basis. Subject to changes in staff levels and caseloads, the Employer will schedule Nurses to work according to the following:

- |                              |                          |                      |
|------------------------------|--------------------------|----------------------|
| One (1) weekend in three (3) | <input type="checkbox"/> | Part-time            |
| One (1) weekend in four (4)  | <input type="checkbox"/> | Full-time and Casual |

### Thunder Bay and District

A Nurse will not be scheduled to work more than one (1) weekend in two (2).

A Nurse will receive premium pay (time and one-half) for all hours worked on a second and additional, if any, consecutive and subsequent weekend, save and except where:

- (a) Such weekend has been worked by the nurse to satisfy specific days off requested by such nurse.
- (b) Such nurse has requested weekend work.
- (c) Such weekend is worked as the result of an exchange of shifts with another nurse.

### Toronto/York-Peel

The scheduling of Nurses for weekend duty shall be on a rotational basis.

The Employer will schedule not more than one (1) weekend in three (3) on duty. If an employee works a second consecutive and subsequent weekend(s), they will receive premium payment for all hours worked on that weekend and subsequent weekends, until a weekend is scheduled off, save and except where:

- (a) Such a weekend has been worked by an employee to satisfy specific days off requested by such employee.
- (b) Such employee has requested weekend work only.
- (c) Such weekend is worked as a result of an exchange with another employee.

Employees hired after December 12, 2017, may be scheduled one (1) weekend in two (2) on duty. For clarity, existing casual and/or part-time employees converted to full-time may be scheduled one (1) weekend in two (2) on duty. Where operationally feasible, the Employer will maintain one (1) weekend in three (3) on duty.



## 14.04 Weekend Definition

### Brant, Haldimand, Norfolk

- (a) A "weekend" shall be defined as at least sixty-three and one-half (63½) hours off, commencing at 1630 hours on Friday and ending at 0800 hours on Monday.
- (b) For Evening Tours, a "weekend" shall be defined as at least sixty-three and one-half (63½) hours off commencing at 2330 hours on Friday and ending at 1500 hours on Monday.

### Chatham

Nurses may work more weekends by mutual agreement. A "weekend" shall be defined as commencing 1630 hours Friday and ending at 0830 hours on Monday.

### North Bay

A "weekend" shall be defined as commencing at 2400 hours on Friday and ending at 0800 hours on the following Monday.

### Perth-Huron

- (a) A "weekend" shall be defined as at least sixty-three and one-half (63½) hours off, commencing at 1630 hours on Friday and ending at 0800 hours on Monday.
- (b) A Nurse who is scheduled to work a weekend will be available for on-call from 1630 Friday to 0830 Monday.

### Peterborough, Victoria & Haliburton

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.

### Porcupine Site – Highway 11 and the City of Timmins

A "weekend" shall be defined as commencing at 1630 hours on Friday and ending at 0800 hours on Monday.

### Sarnia-Lambton

A "weekend" shall be defined as at least fifty-six (56) hours off, commencing at 1630 hours on Friday and ending at 0730 hours on Monday.

## 14.05 Scheduling Guidelines

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

- (a) The work schedule shall be posted four (4) weeks in advance of the posted schedule. This schedule shall include weekend and standby/on call assignments.

Brant, Haldimand, Norfolk; Chatham-Kent; North Bay; Sarnia-Lambton; Thunder Bay and District

The work schedule will cover a four (4) week period.

Perth-Huron

The work schedule will cover a six (6) week period.

The summer schedule will cover a twelve (12) week period. If required, staff will be provided with two (2) hours paid time to complete summer schedule.

Peterborough, Victoria & Haliburton; Porcupine Site – Highway 11 and the City of Timmins

The work schedule will cover a six (6) week period.

- (b) A Nurse will normally work on a specific geographic team. Geographic teams will be established according to service districts as determined by the Employer. To the extent that operational considerations allow, caseloads and daily work assignments will normally be scheduled within these geographic teams.
- (c) Any request for time off must be submitted in writing one (1) week in advance of the posting of the schedule. Requests after this time will be considered at the discretion of the Employer.
- (d) There shall be no split tours scheduled by the Employer, unless mutually agreed.
- (e) Brant, Haldimand, Norfolk

The approved posted schedule shall provide a minimum of 16 hours off between scheduled tours, unless mutually agreed between the Nurse and the team.

Chatham-Kent; Durham; Perth-Huron; Sarnia-Lambton

The approved posted schedule shall provide a minimum of sixteen (16) hours off between scheduled tours, unless mutually agreed.

North Bay

The posted master schedule shall provide a minimum of sixteen (16) hours off between scheduled tours for those Nurses working seven and one-half (7.5) hour tours or less, and a minimum of twelve (12) hours off between scheduled tours for those Nurses working extended tours, unless mutually agreed.

Peterborough, Victoria & Haliburton

The work schedule shall provide a minimum of sixteen (16) hours off between tours, unless otherwise mutually agreed between the Nurse and the Employer.

Porcupine Site – Highway 11 and the City of Timmins

The posted work schedule shall provide a minimum of 16 hours off between scheduled tours.

Thunder Bay and District

Days off may be split providing they receive at least one (1) period of two (2) consecutive days off and a total of four (4) days off in a fourteen (14) day period.

Toronto/York-Peel

There shall be no less than eleven (11) hours off between shift changes or this will trigger premium pay at the rate of time and one-half (1.5) the regular rate.

- (f) Brant, Haldimand, Norfolk; Chatham-Kent; North Bay; Peterborough, Victoria & Haliburton; Sarnia-Lambton

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.

Toronto/York-Peel

No evening shift will be scheduled prior to weekends off, holidays or vacation without mutual agreement. This provision does not apply to nurses working permanent evening rotation.

- (g) Brant, Haldimand, Norfolk

A Nurse shall not be scheduled to work more than seven consecutive tours, unless mutually agreed between the Nurse and the team, up to a maximum of ten (10) tours, or sixty (60) hours in a week (7 days)

whichever is less, to be followed by at least twenty-four (24) hours off.

Chatham-Kent; North Bay; Perth-Huron; Peterborough, Victoria & Haliburton; Porcupine Site – Highway 11 and the City of Timmins; Sarnia-Lambton

A Nurse shall not be scheduled by the Employer to work more than seven consecutive tours, unless mutually agreed between the Employee and the Employer.

Durham

Shall include no more than seven consecutive shifts unless mutually agreed to by the Nurse and the Employer.

Thunder Bay and District

A Nurse shall not be scheduled more than seven (7) days in a row.

Toronto/York-Peel

Nurses shall not be scheduled for more than seven (7) consecutive days. A Nurse shall receive premium payment for all hours worked on the eighth (8) consecutive and subsequent day until a day off is provided.

(h) Brant, Haldimand, Norfolk

A Nurse's scheduled tours on a posted work schedule shall not be changed by the Employer to other tours (e.g., days to evenings) or other areas of assignment without forty-eight (48) hours of notice without the Nurse's consent. The Employer will not exercise this clause in an arbitrary manner. If the Employer changes a Nurse's schedule with less than forty-eight (48) hours' notice, time and one-half of Nurse's regular straight time hourly rate will be paid for all hours worked on the Nurse's next shift.

Chatham-Kent; North Bay; Sarnia-Lambton

A 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.

North Bay

If a full-time Nurse's scheduled tour on a posted work schedule is changed by the Employer to other tours (i.e., days to evenings) without twenty-four (24) hours' notice the Employer shall provide the

Nurse with same number of hours of work as they would have received on their originally scheduled shift or else pay the Nurse for any loss of hours as a result of the change. If a part-time Nurse's scheduled tour on a posted work schedule is changed by the Employer to other tours (i.e., days to evenings) without twenty-four (24) hours' notice the Employer shall provide the Nurse with a minimum of four (4) hours.

A Nurse's scheduled tour on a posted work schedule shall not be changed by the Employer to other tours (i.e., days to evenings) without twenty-four (24) hours' notice. The employer will not exercise this clause in an arbitrary manner.

#### Durham

In the event the Employer alters the existing shift times during the term of this agreement it will notify the Union and, on request, meet with the Union to discuss the impact of such alterations on the members of the bargaining unit.

#### Perth-Huron

A Nurse's scheduled tours on a posted work schedule shall not be changed by the Employer without twenty-four (24) hours of notice without the Nurse's consent. The Employer will not exercise this clause in an arbitrary manner.

- i) Any such notice will be given personally to the Nurse where possible, but where the Nurse cannot be contacted, the notice will be placed on their voicemail or pager (where applicable) or left with the answering service.
- ii) Where less than twelve (12) hours' notice is given to the Nurse, they shall receive four (4) hours' pay at their regular straight time hourly rate.

#### Peterborough, Victoria & Haliburton

Full-time Nurses will have a master rotation. Such master rotation will not be changed without six (6) weeks' notice to the Union.

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.

#### Porcupine Site – Highway 11 and the City of Timmins

A Nurse's scheduled tours on a posted work schedule shall not be changed to other tours (e.g., days to evenings) without their consent.

Where Nurses are scheduled permanent days or evenings, the Employer will not change the Nurse's schedule without their consent.

Toronto/York-Peel

Any changes to the posted schedule by the Employer will only be done in cases of emergency when a qualified employee is not available for work and any changes will be communicated to the Nurse and a response received by the Supervisor or designate.

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

14.07 Evening Scheduling

Brant, Haldimand, Norfolk

- (a) The normal hours of work for the evening tours have the majority of hours between 1500 hours to 2300 hours. If the caseload permits, the Nurse may flex their start and stop time.
- (b) The Nurses will be provided with their assignment by 1300 hours and any Employer initiated cancellation will be done by 1100 hours.
- (c) There shall be appropriate communications from the regularly scheduled team meetings to the evening Nurses.
- (d)
  - i) Evening Nurses will not be scheduled for more than six and one-half (6½) hours unless otherwise mutually agreed.
  - ii) When a Nurse in the evening visiting program is required to remain available until 2300 hours after their visiting assignment is complete, they will then be on standby time.
- (e) It is understood that evenings will be assigned as follows:
  - i) First to the permanent part-time evening position.
  - ii) All staff on an equitable basis.
- (f) The scheduling of Nurses for weekend duty shall be on a rotational basis. Employees hired prior to the date of ratification, May 19, 2015, and who are working one (1) in three (3) weekends, as per their pre-determined regularly scheduled rotation, shall be grandparented until they cease to be employed by VON Brant, Haldimand, Norfolk Site.

Nurses hired on or after the date of ratification, May 19, 2015, shall work alternate weekends.

### Chatham-Kent

The normal hours of work for the evening visiting program shall have the majority of hours fall between 1530 hours to 2330 hours. If the caseload permits, the Nurse may flex their start and stop time.

### North Bay

- (a) The normal hours of work for the evening visiting program have the majority of hours between 1400 hours to 2200 hours. If the caseload permits, the Nurse working this schedule may flex their start and stop time.
- (b) The Nurses will be provided with their assignment a minimum of one (1) hour prior to the commencement of their shift.

### Peterborough, Victoria & Haliburton

#### 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 their 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 their tour is completed, then, provided they are 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.

Sarnia-Lambton

- (a) The normal hours of work for the evening visiting program have the majority of hours between 1530 hours to 2330 hours. If the caseload permits, the Nurse may flex their start and stop time.
- (b) Where possible the Nurses will be provided with their assignment by 1400 hours and any Employer initiated cancellation will be done by 1230 hours.
- (c) There shall be appropriate communications from the regularly scheduled team meetings to the evening Nurses.
- (d) When a Nurse in the evening visiting program is required to remain available until 2330 hours after their visiting assignment is complete, they will then be on standby time.

Thunder Bay and District

Full-time and regular part-time Nurses employed in Nursing Service will share the evening work on an equitable basis. Casual part-time Nurses may be requested to do evening shifts, as necessary. The evening shift will end at midnight. Nurses may, with the agreement of their manager, set their own start times as long as the assigned work for the shift is completed. Pay for an evening shift which ends at midnight shall be seven and one-half (7½) hours paid at the Nurses' regular straight time rate. Any hours worked beyond midnight will be treated as overtime and paid in accordance with 22.01.

14.08 Toronto/York-Peel

Extended tour Nurses will have their hours averaged to seven and one-half (7.5) hours to equal one (1) day for the purpose of qualifying for holiday pay under the *ESA*. Extended tour Nurses will receive seven and one-half (7.5) hours' pay for all holidays listed in 16.01 if they meet the preceding qualifiers.

14.09 Part-time CommitmentBrant, Haldimand, Norfolk

A part-time Nurse will provide the Employer with a commitment to work based upon their predetermined full-time equivalency in line with their regularly scheduled rotation. A part-time Nurse may also indicate the other tours on which they are available to work and should be prepared to work should the need arise. Part-time Nurses will be offered available shifts prior to Casual Nurses. Part-time Nurses will be part of the weekend scheduling rotation.



## Chatham-Kent

The regular hours of work for permanent part-time Nurses shall average a minimum of forty-eight (48) hours per biweekly period. The normal daily hours of work shall be as per the Collective Agreement.

## Durham

### (a) Availability of Part-time Nurses

- i) Part-time Nurses will be scheduled a minimum of two (2) tours per week. The number of tours shall not be construed to be a guarantee of hours of work to be performed on each tour and during each work schedule.
- ii) A part-time Nurse may also indicate the other tours on which they are available to work and shall be prepared to work should the need arise, unless the Nurses provides twenty-four (24) hours advance notice that they are no longer available, except in cases of illness or injury.
- iii) Part-time Nurses may be hired to regularly work shifts of less than seven and one-half hours. All scheduled shifts will be a minimum of three (3) hours.
- iv) The scheduling of a part-time Nurse for weekend work will be in accordance with Article 14.03 unless a Nurse requests weekend work. Notwithstanding this, a part-time Nurse may be hired to work exclusively on weekends as set out in the attached Letter of Understanding.

### (b) Casual Utilization

- i) A casual Nurse will provide availability for shifts for the six (6) week schedule at least two (2) weeks in advance of the posting of the schedule. Casual Nurses will be offered work in order of seniority according to their availability and operational needs.
- ii) 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 14.06 is to be followed.
- iii) Casual Nurses are expected to maintain competence to work as a VON Nurse. 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.

North Bay(a) Availability of Part-Time Nurses

- i) A part-time Nurse will provide the Employer with a commitment and will be scheduled to work a minimum of two (2) tours per week. The number of tours shall not be construed to be a guarantee of hours of work to be performed on each tour and during each work schedule.
- ii) A part-time Nurse will also indicate the other tours on which they are available to work and shall be prepared to work should the need arise, unless the Nurse provides twenty-four (24) hours advance notice that they are no longer available.
- iii) The daily and weekly hours of work for part-time Nurses may vary from day to day and week to week, subject to Article 14.01 (b).
- iv) The scheduling of a part-time Nurse for weekend work will be in accordance with Article 14.03 unless a Nurse requests weekend work.
- v) Designated holidays shall be equitable distributed among the part-time Nurses in the bargaining unit.
- vi) A part-time Nurse shall not be scheduled to work both Christmas and New Year's unless agreed otherwise. Part-time Nurses shall work up to five (5) tours over Christmas or New Years.
- vii) Where there is a part-time Nurse available, then such part-time Nurse shall receive additional work before a casual Nurse is utilized.

(b) Casual Utilization

- i) A casual Nurse shall fill out an availability form, which will be given to the Manager, in writing, at least one (1) week in advance of the posting of the schedule. Should the casual Nurse not be able to meet the availability they indicated or to work a shift they agreed to work, they will provide forty-eight (48) hours' notice to the Employer, unless an urgent situation arises, and the Nurse will discuss the situation with their manager as soon as possible.
- ii) 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 14.06 is to be followed.

- iii) Casual Nurses are expected to maintain competence to work as a VON Nurse. 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.

#### Perth-Huron

- (a) A part-time Nurse will be scheduled to work three (3) tours per week. A part-time Nurse will also indicate the other tours on which they are available to work and shall be prepared to work should the need arise, unless the Nurse provides twenty-four (24) hours' advance notice that they are no longer available.
- (b) A part-time Nurse may be hired to do primarily weekend work. This may include a paid holiday attached to a weekend. Such Nurses will not be eligible for weekend premium payment.
- (c) Part-time Nurses shall make themselves available for up to five (5) tours over Christmas or New Year's and shall self-schedule themselves accordingly if required.
- (d) It is understood that casual Nurses do not have normal hours of work and may elect to work or not to work when requested.
- (e) A casual Nurse may be scheduled to be on-call during a weekend on which they work if required.

#### Peterborough, Victoria & Haliburton

Part-time Nurses will be scheduled based on a six (6) week master rotation.

#### (a) Part-time Nurses

- i) Part-time Nurse shall work:
  - Weekends in accordance 14.03.
  - 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 14.11 (b).

- 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 14.09 (a) i). For scheduling purposes, weekend Nurses shall be considered casual part-time for weekday work scheduled per Article 14.03.

- 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.

(b) 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 14.06 is to be followed.

Porcupine Site – Highway 11 and the City of Timmins

Part-time Nurses shall be available on the following basis:

- (a) Five (5) tours per two-week period, exclusive of any approved leave of absence.
- (b) One weekend in two.
- (c) Designated holidays-which shall be equitably distributed among the part-time Nurses in the bargaining unit.
- (d) Up to five tours over Christmas or New Years.

### Sarnia-Lambton

A part-time Nurse will provide the Employer with a commitment to work up to three (3) tours per week. A part-time Nurse will also indicate the other tours on which they are available to work and shall be prepared to work should the need arise, unless the Nurse provides twenty-four (24) hours' advance notice that they are no longer available.

### Toronto/York-Peel

Part-time employees must be available for prescheduled work on the following basis:

- (a) Be available for work fifty-two (52) weeks per year minus their individual vacation entitlement and approved leaves of absence.
- (b) Be prescheduled for work in accordance with their hiring commitment.
- (c) Be available to work Christmas or New Year's as per Article 14.14.
- (d) Be prescheduled as required to work fifty (50%) percent of the remaining paid holidays.
- (e) Be prescheduled as required to work one (1) weekend in every three (3).

Part-time employees hired after December 12, 2017, to be prescheduled as required to work one (1) weekend in every two (2).

### 14.10 Toronto/York-Peel – Part-time Four-Hour Tours (Excludes Shift Nursing)

Where four (4) hour tours exist, the following will apply:

- (a) A part-time employee will not be scheduled solely for four-hour tours unless mutually agreed otherwise.
- (b) Four-hour tours will consist of 3.75 hours plus a fifteen (15) minute paid break.
- (c) The Employer will keep the number of four (4) hour tours to a minimum.

### 14.11 Brant, Haldimand, Norfolk, Chatham-Kent

In the event that additional work becomes available after the schedule has been posted, the work shall be offered to part-time Nurses in descending order of seniority as applicable in each case:

- i) Part-time Nurses within the team who have been cancelled.

- ii) Non-scheduled part-time Nurses within a team who have indicated their availability.
- iii) Part-time Nurses within any team who have been cancelled.
- iv) Non-scheduled Nurses within any team who have indicated their availability.
- v) Casual Nurses.

#### Brant, Haldimand, Norfolk

NOTE: Additional work will be offered as delineated in paragraphs i), ii), iii), iv) and v). Due to the necessity of timely service delivery, the additional work will be given to the first Nurse who responds to the request, when replacing a sick call or responding to a sudden increase in referrals/workload on a daily basis.

#### Perth-Huron

In the event that additional work becomes available after the schedule has been posted, the work shall be offered by seniority as follows:

- i) To part-time Nurses within the team who have been cancelled.
- ii) To part-time Nurses within the team who are not scheduled but have indicated their availability.
- iii) To part-time Nurses from another team who have provided availability.
- iv) To casual Nurses assigned to the team.
- v) To casual Nurses from another team.

#### Peterborough, Victoria & Haliburton

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.

Porcupine Site – Highway 11 and the City of Timmins

The Employer agrees to schedule part-time Nurses up to their committed hours by seniority. Where extra tours become available, they will first be offered on the basis of seniority to regular part-time Nurses; provided that no Nurse will exceed their commitment as a result of being offered such extra tours where there are regular part-time Nurses who have not been offered their commitment of shifts.

Where no part-time Nurse is willing to perform the available work, extra tours will be offered to casual part-time Nurses on the basis of seniority and availability.

Sarnia-Lambton

In the event that additional work becomes available after the schedule has been posted, the work shall be offered as follows:

- i) To full-time Nurses within the team who have been cancelled or who have been scheduled less than full-time hours.
- ii) To full-time Nurses from another team who have been cancelled or who have been scheduled less than full-time hours.
- iii) To part-time Nurses within the team who have been cancelled or who are non-scheduled but have indicated their availability.
- iv) To part-time Nurses from another team who have provided availability.
- v) To casual Nurses assigned to the team who have indicated availability.
- vi) To casual Nurses from another team who have provided their availability.

Toronto/York-Peel

- i) 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, they shall, subject to reasonable considerations of specific client needs, travel and mandatory continuity standards, be assigned visits (up to a full day) from the work lists of less senior nurses scheduled to work that day, starting with the least senior nurse, and going in the reverse order of seniority.

- B) If it is not possible to assign a senior nurse to work a full shift, the nurse will be paid for all hours worked and may utilize compensatory time or vacation credits to provide a full day's pay or elect to take the time off without pay.
  - C) The parties agree that the operation of Article 14.11 does not constitute a layoff.
- ii) All part-time Nurses shall be scheduled up to their committed hours before any casual Nurses are utilized. Where extra tours become available, they are first offered on the basis of seniority to part-time Nurses who have provided additional hours of availability.

Extra tours will then be offered to casual Nurses by seniority.

Part-time Nurses who have put down their availability for extra shifts will be scheduled to cover vacation time before casual part-time Nurses.

If there is not a part-time Nurse who has made themselves available for the work, then a casual Nurse may be scheduled to cover vacation time to accommodate vacation requests.

Part-time Nurses who have put down their availability for extra shifts will be scheduled to do weekend vacation time before casual part-time Nurses.

If there is not a part-time Nurse who has made themselves available for the work, then a casual Nurse may be booked to cover weekend vacation time to accommodate vacation requests.

(b) Fluctuations

Brant, Haldimand, Norfolk; Chatham-Kent

In the event of a reduction of work on a team where a team member is being cancelled on a regular basis, the Employer agrees that such team member may be offered the opportunity to be reassigned to another team where there is a more junior Nurse who is working. This process will go into effect when any team member has been without work for seven (7) consecutive days or has received four (4) cancellations in a biweekly period. This reassignment will be considered temporary. Should the workload return to its previous level on their original team, the Nurse will return to their previous team.



Durham

- i) A) The Employer will endeavour to keep the number of short shift assignments (working shifts of less than the normal daily hours) to a minimum.
- B) If a work schedule is for a short shift, then it will be assigned to the least senior Nurse(s) scheduled to work that day subject to reasonable considerations of specific client needs and travel and providing the granting of such work does not impact on mandatory continuity standards. It being understood that a casual Nurse would be cancelled first in reverse order of seniority.
- C) 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, they may, subject to reasonable considerations of specific client needs and travel and providing the granting of such work does not impact on mandatory continuity standards, be assigned clients from the work list of the least senior Nurse scheduled to work that day, (up to a full day).
- ii) Where a Nurse who has short shift or has a period of time between the end of one (1) visit and the beginning of another remains available to the Employer for reassignment, the Employer shall pay the Nurse at their straight time hourly rate for such waiting periods. The Employer may require that the Nurse report to the office to work in the office during the waiting period. The Nurse will be paid for time spent working in the office, inclusive of travel time and mileage.

Where mutually agreeable, the Nurse may choose to either not be paid for such waiting time and take this period as a personal off duty time, or to utilize compensatory time or vacation credits to provide a full day's pay.

North Bay

- i) A) The Employer will endeavour to keep the number of short shift assignments (working shifts of less than the normal daily hours) to a minimum.
- B) If a work schedule is for a short shift, then it will be assigned to the least senior Nurse(s) scheduled to work that day subject to reasonable considerations of specific client needs and travel and providing the granting of such work does not impact on mandatory

continuity standards. It being understood that a casual Nurse would be cancelled first in reverse order of seniority.

- C) 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, they may, subject to reasonable considerations of specific client needs and travel and providing the granting of such work does not impact on mandatory continuity standards, take visits from the work list of the least senior Nurse scheduled to work that day, (up to a full day), provided they coordinate such with the Employer.
  - D) Nurses affected by the operation of this clause shall, on request, be provided with a list of assigned hours for the specific day in question.
- ii) Where a Nurse who has a short shift or has a period of time between the end of one (1) visit and the beginning of another remains available to the Employer for reassignment, the Employer shall pay the Nurse at straight time hourly time for such waiting periods. The Employer may require that the Nurse report to the office to work in the office during the waiting period. The Nurse will be paid for time spent working in the office, inclusive of travel time and mileage.

Where mutually agreeable, the Nurse may choose to either not be paid for such waiting time and take this period as a personal off duty time, or to utilize compensatory time or vacation credits to provide a full day's pay.

- iii) In the event of a reduction of work in a team where a team member is being cancelled on a regular basis, the Employer agrees that such team member may be offered the opportunity to be reassigned to another team where there is a more junior Nurse who is working, subject to reasonable considerations of specific client needs and travel and providing the granting of such work does not impact on mandatory continuity standards. This process will go into effect when any Nurse on any team has been without work for seven (7) consecutive days or has received four (4) cancellations in a biweekly period. This reassignment will be considered temporary. Should the workload return to its previous level on their original team, the Nurse will return to their previous team.

Peterborough, Victoria & Haliburton; Thunder Bay and District

- (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, they 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 14.11 does not constitute a layoff.

Porcupine Site – Highway 11 and the City of Timmins

- (a) Fluctuations in work volumes may require Nurses to work shifts of less than the normal daily hours (short shift). If a work schedule is for a short shift, then it will be assigned to the most junior Nurse on the applicable seniority list, who is working in the affected team or geographic area, subject to reasonable considerations of continuity of care, specific client needs and travel. Casual Nurses would be cancelled first in reverse order of seniority.
- (b) Where a Nurse who has a short shift or has a period of time between the end of one (1) visit and the beginning of another is required to remain available to the Employer for reassignment, the Employer shall pay the Nurse at straight time hourly rate for such waiting periods. The Employer may require that the Nurse perform other related duties during the waiting period. Where the Employer does not require the Nurse to remain available for reassignment, the Nurse may choose to either not be paid for such waiting time and take this period as a personal off duty time, or to utilize compensatory time or vacation credits to provide a full day's pay.

Toronto/York-Peel

If realignment of core staffing within a primary area is required, transfer out of an area will be done by area seniority. Nurses displaced from their primary area may bump the most junior Nurse within another primary area:

- i) Immediately if the realignment is due to loss of business.

- ii) After two (2) pay periods or more if realignment is due to fluctuating visit volumes.

## 14.12

Cancellation of ToursBrant, Haldimand, NorfolkVisiting Nursing Program

- (a) In the event that work is not available or cancelled for a scheduled part-time Nurse, providing the granting of such work does not adversely impact on mandatory continuity standards; then that Nurse will have first consideration for any and extra work of up to equal length that may have arisen within their own team (such as sick leave replacement). If such work within their own team is not available, they will have the option of displacing the most junior Nurse within another team providing the junior Nurse has been scheduled for more shifts than the senior Nurse in the pay period. Should the junior Nurse have equal or less numbers of shifts to the senior Nurse then the senior Nurse shall have the opportunity to bump the most junior Nurse who has more shifts scheduled than the senior Nurse in the pay period, if any.
- (b) The cancellation notice will be sent by email to the Nurse.
- (c) Any Nurse so displaced in (a) above, shall be notified of their cancellation immediately. Such cancellation shall not impose a requirement for minimum pay. Such displacement is not considered a layoff and is not an Employer cancellation.
- (d) Fifteen (15) hours' notice of cancellation initiated by the Employer shall be required to cancel any scheduled day tour, unless mutually agreed.
- (e) Four (4) hours' notice of cancellation initiated by the Employer shall be required to cancel any scheduled evening or night tour, unless mutually agreed otherwise by the employee and the Employer.

Cancellation Pay

If a Nurse's scheduled tour is cancelled with less than fifteen (15) hours' notice prior to the starting time of their scheduled tour, they shall receive four (4) hours pay at their regular straight hourly rate. The cancellation notice will be placed on the Nurse's voicemail.

Chatham-Kent

- (a) In the event that work is not available for a scheduled Nurse, then that Nurse will have first consideration, based on seniority, for any

extra work of up to equal length that may have arisen within their own team (such as sick leave replacement) within the same day.

- (b) A cancellation notice will be given personally to the Nurse where possible, but where the Nurse cannot be contacted, the notice will be placed on their voicemail or pager (where applicable) or left with the answering service.
- (c) Twelve (12) hours' notice of cancellation initiated by the Employer shall be required to cancel any scheduled day tour, unless mutually agreed.
- (d) 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.

### Durham

If a Nurse's scheduled tour is cancelled in advance of the starting time of the scheduled shift with less than twelve (12) hours advance notice for days and with less than four (4) hours advance notice for evenings, they will receive three (3) hours' pay at their regular hourly rate. Such cancellations will not be considered layoff.

### North Bay

#### Visiting Nursing Program

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

### Cancellation Pay

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

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

- (b) The cancellation notice will be given personally to the Nurse where possible, but where the Nurse cannot be contacted, the notice will be placed on their VON voicemail or pager (where applicable) or left with the answering service.

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

#### Perth-Huron

In the event that a scheduled Nurse must be cancelled, the following procedure will be followed:

- (a) Casual Nurse by seniority.
- (b) Part-time Nurse who has been scheduled as an extra.
- (c) Least senior scheduled part-time Nurse in the team.
- (d) Least senior scheduled part-time Nurse in the site.
- (e) Least senior scheduled full-time in the team.

#### Peterborough, Victoria & Haliburton

#### 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 14.11, they 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 their voicemail.
  - iii) Any Nurse so displaced in (a) above, shall be notified of their 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 their scheduled tour, they shall receive four (4) hours pay at their 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 their voicemail.

(c) Minimum Call In

If a member is called in for extra work, they shall be paid a minimum of four (4) hour pay at their straight hourly rate.

Porcupine Site – Highway 11 and the City of Timmins

- (a) The Employer agrees that if a Nurse is to be cancelled for all or part of a scheduled tour, as much notice as possible will be given to that Nurse. When a Nurse who is scheduled for a dayshift is to be cancelled, they will be notified prior to the close of business (1700 hours) on the previous day.
- (b) If a Nurse is to be cancelled for all or part of a scheduled shift due to lack of work, the most junior Nurse (starting with casual, then part-time then full-time) on the applicable seniority list, who is working in the affected team or geographic area, will be cancelled, subject to considerations of continuity of care, specific client needs and qualifications.

Sarnia-Lambton

Visiting Nursing Program

- (a) In the event that work is not available for a scheduled part-time Nurse, then that Nurse will have first consideration for any extra work of up to equal length that may have arisen within their own team or zone (such as sick leave replacement) within the same day. A Nurse shall be notified of their cancellation immediately.
- (b) Any cancellation notice will be given personally to the Nurse where possible, but where the Nurse cannot be contacted, the notice will be placed on their voicemail or pager (where applicable) or left with the answering service.
- (c) If a Nurse's scheduled tour is cancelled with less than fifteen (15) hours' notice from the starting time of the scheduled tour, they will

receive a minimum of four (4) hours pay at their regular straight time rate. Such cancellation shall not be considered a layoff.

- (d) 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.

#### Thunder Bay and District

A Nurse who reports for work as scheduled unless otherwise notified of cancellation of work by the Employer shall receive a minimum of three (3) hours' pay at their regular straight time hourly rate of pay if their regular duties are not available. If their regular duties are not available, such Nurse shall be required to perform any nursing duties assigned by the Employer.

#### Toronto/York-Peel

- (a) A Nurse who reports to work as scheduled, unless otherwise notified by the Employer, shall receive a minimum of four (4) hours' pay at their regular straight time hourly rate. If their regular duties are not available such Nurse shall be required to perform any nursing duties assigned by the Employer.
- (b) Where less than sixteen (16) hours' notice is given to a Nurse that they are cancelled, the Employer will pay such Nurse four (4) hours' pay at their regular straight time hourly rate.

14.13

#### Job-sharing

#### North Bay; Perth-Huron; Peterborough, Victoria & Haliburton; Sarnia-Lambton

Taking into consideration the fact that the Employer wishes to retain well-qualified staff who are unable or prefer not to provide a full-time commitment and the job-sharing can enable this to happen, the parties agree to the following provisions:

- (a) Job-sharing requests with regard to full-time positions shall be considered on an individual basis, and the Employer shall reserve the right to determine the appropriateness of such arrangements, including the number of job-shared positions after discussions with the Union at the Labour Management Committee.
- (b) Any incumbent full-time Nurse wishing to share their position may do so without having their half ( $\frac{1}{2}$ ) of the position posted. The other half ( $\frac{1}{2}$ ) of the job-sharing position will be posted, and selection will be in accordance with the Collective Agreement.



- (c) Save and except as provided for herein, all job-sharers shall be treated as part-time employees and shall receive percentage in lieu of benefits.
- (d) If one (1) of the job-sharers leaves the arrangement, their 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 they are qualified. If they do not continue full-time, the position must be posted in accordance with the Collective Agreement.
- (e) Posted schedules for the job-sharers shall be based on the schedules that would apply to a full-time Nurse holding that position. Such schedule shall conform to the scheduling provisions for full-time.
- (f) Total hours worked by the two job-sharers shall be equal to one full-time position. The division of these hours over the schedule shall be determined by mutual agreement between the two Nurses and the immediate Supervisor. This does not exclude the Nurses from opportunities for extra available work.
- (g) Each job-sharer may exchange shifts with their partner, as well as with other Nurses in accordance with the Collective Agreement, provided such exchange creates no additional labour cost to the Employer and meets continuity requirements.
- (h) 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.
- (i) Job-sharers will not be required to work in total more paid holidays than would one full-time Nurse, unless mutually agreed otherwise. Job-sharers will have the right to determine which partner works the scheduled holidays.
- (j) Either party may discontinue the arrangement with one month's written notice and the employees shall revert to their former status without posting if such positions are still available.

#### 14.14 Christmas/New Year's

##### Chatham-Kent; North Bay; Peterborough, Victoria & Haliburton; Sarnia-Lambton

A Nurse who works Christmas/Boxing Day shall not be required to work New Year's Eve Day/New Year's Day. The Employer will rotate the requirement to work Christmas/Boxing Day with New Year's Eve Day/New Year's Day on alternate years.

##### Peterborough, Victoria & Haliburton

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.

##### Brant, Haldimand, Norfolk

- (a) In order to accommodate the Christmas/New Year's scheduling, normal scheduling provisions shall not operate during the period of December 15 to January 9 (first weekend after New Year). The Christmas/New Year's schedule shall be posted no later than November 15.
- (b) A part-time Nurse shall not be scheduled to work both Christmas and New Year's unless mutually agreed.
- (c) A Nurse who works Christmas shall be scheduled to be off for at least five (5) consecutive days over New Year's and vice versa. Such days shall be provided through a combination of designated holidays and regularly scheduled days off, mutually agreed between the Nurse and the team
- (d) Christmas time shall include Christmas Eve Day, Christmas Day and Boxing Day.
- (e) New Years' time shall include New Year's Eve Day and New Year's Day.
- (f) No Employee will be required to work two (2) of the following statutory holidays: Christmas Day, Boxing Day and New Year's Day unless otherwise agreed to by the Employee.

##### Chatham-Kent

A Nurse who works Christmas shall be scheduled to be off for at least four (4) consecutive days over New Year's and vice versa. Such days shall be provided through a combination of designated holidays and regularly scheduled days off, mutually agreed between the Employee and the

Employer. Nurses can endeavour to arrange five (5) consecutive days off days off through the self-scheduling process where possible.

### Durham

- (a) Nurses shall receive three (3) consecutive days off at Christmas or New Year's. The Employer may, at its discretion, waive all other scheduling requirements during this period.
- (b) A Nurse shall not be scheduled to work both Christmas and New Year's unless they agree to do so in writing. A Nurse will be scheduled to work Christmas or New Year's alternating yearly. If an opportunity exists for a Nurse to have both scheduled off, the Employer will offer this in accordance with seniority beginning with the most senior Nurse.

### North Bay

- (a) In order to accommodate the Christmas/New Year's scheduling, normal scheduling provisions shall not operate during the period of December 15 to January 9 (first weekend after New Year).
- (b) A Nurse who works Christmas shall be scheduled to be off for at least five (5) consecutive days over New Year's and vice versa. Such days shall be provided through a combination of designated holidays and regularly scheduled days off, mutually agreed between the employee and the Employer.
- (c) Christmas time shall include Christmas Eve Day, Christmas Day and Boxing Day.
- (d) New Years' time shall include New Year's Eve Day and New Year's Day.

### Perth-Huron

- (a) In order to accommodate the Christmas/New Year's scheduling, normal scheduling provisions in regard to the number of weekends scheduled shall not operate during the period of December 15 to first weekend after New Year's.
- (b) A Nurse shall not be required to work both Christmas and New Year's unless otherwise agreed.
- (c) A Nurse who works Christmas shall be scheduled to be off for at least four (4) consecutive days over New Year's and vice versa. Such days shall be provided through a combination of designated holidays and regularly scheduled days off, mutually agreed between the Nurse and the Employer. Nurses can endeavour to arrange five (5)

consecutive days off through the self-scheduling process where possible.

- (d) Christmas time shall include Christmas Day and Boxing Day.
- (e) New Years' time shall include New Year's Day.
- (f) If staffing levels permit, Nurses may self-schedule both Christmas and New Year's periods off work on a rotational basis, according to seniority.

#### Peterborough, Victoria & Haliburton

- (a) The schedule covering the Christmas and New Year's period will be posted by November 1 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 15 to January 9 (first [1<sup>st</sup>] 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.

#### Porcupine Site – Highway 11 and the City of Timmins

- (a) In order to accommodate the Christmas/New Year's scheduling, normal scheduling provisions shall not operate during the period December 15 to January 7.
- (b) A Nurse shall not be scheduled to work both Christmas and New Year's.
- (c) The Employer will endeavour to schedule a Nurse off for five (5) consecutive days over Christmas or New Years. At least three (3) consecutive days off will be scheduled. Such days shall be provided through a combination of designated holidays and regularly scheduled days off.

- (d) "Christmas" shall include Christmas Day, and Boxing Day. "New Year's" shall include New Year's Eve Day and New Year's Day.

#### Sarnia-Lambton

- (a) In order to accommodate the Christmas/New Year's scheduling, normal scheduling provisions shall not operate during the period of December 15 to January 9 (first weekend after New Year).
- (b) A Nurse shall not be scheduled to work both Christmas and New Year's unless agreed otherwise.
- (c) A Nurse who works Christmas shall be scheduled to be off for at least four (4) consecutive days over New Year's and vice versa. Such days shall be provided through a combination of designated holidays and regularly scheduled days off, mutually agreed between the Employee and the Employer. Nurses can endeavour to arrange five (5) consecutive days off through the self-scheduling process where possible.
- (d) Christmas time shall include Christmas Eve Day, Christmas Day and Boxing Day.
- (e) New Years' time shall include New Year's Eve Day and New Year's Day.

#### Thunder Bay and District

A Nurse shall not be scheduled to work both Christmas Day and New Year's Day. If a Nurse is scheduled to work Christmas Day or New Year's Day, the Employer will endeavour to schedule them off for at least four (4) consecutive days at either Christmas or New Year's.

#### Toronto/York-Peel

- (a) Each Nurse will be scheduled a minimum of four (4) consecutive days off at either Christmas or New Year's as per their request. Every effort will be made to provide a fifth (5<sup>th</sup>) consecutive day off at this time.
- (b) Time off at Christmas shall include Christmas Day and Boxing Day. Time off at New Year shall include New Year's Eve and New Year's Day.
- (c) A Nurse will not be scheduled to work both Christmas and New Year's unless they have requested same.
- (d) All requests for Christmas and New Years' block will be submitted in writing to their manager no later than October 1 of each year. Requests will be granted based on preference, what was worked the

previous year, and with the aforementioned having been satisfied, seniority shall prevail. The Christmas Schedule will be posted no later than November 1 of each year.

- (e) A Nurse shall receive premium pay for all hours worked that are in violation of the above.

#### 14.15 Nurse Practitioner Scheduling Language

##### Brant, Haldimand, Norfolk

Registered Nurses (Extend Class) working in the Nurse Practitioner program will be covered by this Collective Agreement except where specifically modified by this Letter of Understanding.

- (a) Nurse Practitioners will be deemed to be either part-time or full-time employees based on their authorized hours of work.
- (b) The hourly rate of pay for Nurse Practitioners is \$53.60. If during the term of this agreement the Ministry of Health and Long-Term Care approves and funds an increase to the hourly rate set out in (a) above, Nurse Practitioners currently being paid an hourly rate below the new Ministry approved rate will be adjusted accordingly.
- (c) A full-time Nurse Practitioner will be scheduled to work seventy-five (75) hours in a two-week period. They shall be scheduled Monday to Friday.

A part-time Nurse Practitioner will provide the Employer with a commitment to work a minimum of two (2) tours and a maximum of four (4) per week from Monday to Friday. A part-time Nurse Practitioner will also indicate the other tours on which they are available to work and shall be prepared to work should the need arise.

- (d) Nurse Practitioners shall participate in the VON Pension Plan and in the insured benefits plans, where applicable. Part-time Nurse Practitioners shall receive a percent in lieu, in accordance with the Collective Agreement.
- (e) The normal work site base shall be located at Grand River Community Health Centre (GRCHC), 363 Colborne Street, Brantford. The Nurse Practitioner shall report directly to Shari Comerford, National Director of Nurse Practitioner Professional Practice at VON Canada. Should either of these change, for any reason, the Union and the employee shall be notified in writing within 15 days of such a decision being made.

#### 14.16 Sarnia-Lambton – Self-Scheduling Guidelines

Nurses will self-schedule according to the following guidelines:

- (a) A Nurse will normally work on a specific team. It is understood that the Nurses will be responsible for the planning of their caseload as contained in the guidelines.
- (b) Nurses will self-schedule within their team with sufficient staffing complement to meet the caseload needs of the team. Meetings of the team to complete the staffing schedule may be scheduled for up to 30 minutes per month.
- (c) Once the staffing schedule which covers a one-month period is completed by the team members, it will be submitted to the Employer for review and when approved, posted up to one month in advance. A copy of the original posted schedule will be placed in the Nurses' office mailbox.
- (d) In the event that additional work becomes available after the schedule has been posted, the work shall be offered as follows:
  - i) to full-time Nurses within the team who have been cancelled or who have been scheduled less than full-time hours.
  - ii) to full-time Nurses from another team who have been cancelled or who have been scheduled less than full-time hours.
  - iii) to part-time Nurses within the team who have been cancelled or who are non-scheduled but have indicated their availability.
  - iv) to part-time Nurses from another team who have provided availability.
  - v) to casual Nurses assigned to the team who have indicated availability.
  - vi) to casual Nurses from another team who have provided their availability.

14.17 All meetings that are deemed to be mandatory by management will be paid for at regular straight time for all Nurses.

## **ARTICLE 15 – CASELOAD MANAGEMENT**

### **15.01      Daily Assignment of Work**

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

#### **Brant, Haldimand, Norfolk**

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

- (a) The scheduled part-time Nurse within the team.
- (b) The non-scheduled part-time Nurse within the team who has indicated availability.
- (c) The casual Nurse assigned to the team who has indicated availability.
- (d) The Employer will make all reasonable efforts to notify and provide Employees with their schedule, via the employee's electronic devices no later than 2000 hours the evening prior for the day shift, including referrals and any changes to the schedule of the Nurse.

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

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

#### **Chatham-Kent**

Caseload management continues to be implemented using geographic teams.

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



- (b) The full-time Nurse(s) assigned to a team will have first priority for RN work assignment. In all cases where there is work, which cannot be done by the primary Nurse, the work shall be assigned by the planning staff to other Nurses in the following order:
  - i) Another full-time primary Nurse within the team, who does not have sufficient work.
  - ii) The most senior scheduled part-time Nurse, within the team in descending order of seniority.
  - iii) The most senior scheduled part-time Nurse in the closest geographic team in descending order of seniority.
  - iv) A casual Nurse shall be scheduled

#### Perth-Huron

- (a)
  - i) The Caseload Planner generates the team planning sheets and distributes to the Team Leader.
  - ii) Daily work assignments are the responsibility of the Team Leader. Continuity of care for the clients shall be considered when determining client assignments.
  - iii) If the Nurse assigned the specific caseload recommends any caseload or assignment change based on valid clinical reasons, they will notify the Team Leader, caseload planner or receptionist, as appropriate, that a change is required or has been implemented.

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

- (b) The full-time Nurse(s) assigned to a team will have first priority for Registered Nurse work assignment within the team. Where there is work, which cannot be done by the full-time Nurse, the work shall be assigned to other Nurses in the following order:
  - i) Another full-time Nurse within the team, who does not have sufficient work.
  - ii) A scheduled part-time Nurse within the team, in descending order of seniority.
  - iii) The most senior scheduled part-time Nurse in any team, in descending order of seniority.
  - iv) The non-scheduled part-time Nurse within the team who has indicated availability.

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

### Sarnia-Lambton

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

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

## 15.02 District Assignments

### Chatham-Kent

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

### Perth-Huron

Where a reorganization or change of any or all current district assignments takes place, the Employer will meet with the Bargaining Unit President to discuss the reasons for the reorganization and the districts, which will be changed during the reorganization or change.

## 15.03 Peterborough, Victoria & Haliburton

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

## **ARTICLE 16 – PAID HOLIDAYS**

16.01 The following holidays will be recognized as paid holidays:

### **Brant, Haldimand, Norfolk**

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	1 Float Day

The float day may be any day of the Nurse's choosing and must be added to the schedule in advance.

Note: November 11 will be the date used by the Employer to calculate part-time holiday pay for the Float Day.

### **Chatham-Kent**

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

### **Durham**

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

In addition to the above listed designated holidays, each full-time Nurse will receive one float holiday after they have completed twelve (12) months of service. This day will be scheduled by mutual agreement between the employee and the Employer.

In the event an additional Federal or Provincial holiday is proclaimed during the term of this Collective Agreement, such holiday shall replace a float day(s).

### **North Bay**

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day

Easter Monday  
Victoria Day  
Canada Day

Christmas Day  
Boxing Day

Perth-Huron

New Year's Day  
Family Day  
Good Friday  
Victoria Day  
Canada Day

Civic Holiday  
Labour Day  
Thanksgiving Day  
Christmas Day  
Boxing Day

Each Nurse will receive one (1) float day per calendar year after the Nurse has completed twelve (12) months of service. This day will be scheduled by mutual agreement between the employee and the Employer.

In the event an additional Federal or Provincial holiday is proclaimed during the term of this Collective Agreement, such holiday will be an additional paid holiday.

Peterborough, Victoria & Haliburton

New Year's Day  
Family Day  
Good Friday  
Victoria Day  
Canada Day

Civic Holiday  
Labour Day  
Thanksgiving Day  
Christmas Day  
Boxing Day

In addition to the above listed designated holidays, each full-time Nurse will receive one (1) float holiday after they have 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).

Porcupine Site – Highway 11 and the City of Timmins

New Year's Day  
Family Day  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day

Civic Holiday  
Labour Day  
Thanksgiving Day  
Christmas Day  
Boxing Day

In addition to the above listed designated holidays, each full-time Nurse will receive one (1) float holiday after they have completed twelve (12) months of service.

Any part-time or casual Nurse who works more than half (½) time in the four (4) weeks preceding a statutory holiday will be entitled to payment for the holiday on a proportionate basis.

In the event an additional Federal or Provincial holiday is proclaimed during the term of this Collective Agreement, such holiday will replace the float holiday set out in 16.01.

#### Sarnia-Lambton

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

#### Thunder Bay and District

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Dominion Day	Nurse's Birthday
Civic Holiday	

In the event the Province of Ontario proclaims a paid holiday other than those listed above, it will be substituted for the Nurse's Birthday holiday and the Nurse's Birthday holiday will be deleted from this Agreement.

#### Toronto/York-Peel

The following shall be designated holidays for full-time nurses:

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

One float holiday for all categories of nursing staff can be requested at any time by the Nurse.

In the event an additional Federal or Provincial holiday is proclaimed during the term of this Collective Agreement, such holiday shall replace a float day(s).

16.02 Perth-Huron

- (a) An "eligible employee" as used in this Article is one who works as scheduled or assigned both on their last scheduled working day prior to, and their first scheduled working day following the holiday, except when absent due to verified illness or other approved absence.
- (b) An eligible full-time employee who is not required to work on one of the above-mentioned holidays shall suffer no deduction in their salary by reason of the occurrence of the said holiday.
- (c) A part-time Nurse who is not required to work on one of the above-mentioned holidays shall be entitled to be paid for same on a "pro-rata" basis. The "pro-rata" amount shall be calculated per the *Employment Standards Act*.

16.03 Holiday pay will be computed on the basis of the Nurse's regular rate of pay.

16.04 Durham

When a Nurse is scheduled to work a weekend, which precedes a designated holiday set out in Article 16.01, they shall be expected to work the holiday unless mutually agreed otherwise between the Employer and the Nurse.

Where possible, when a Nurse is not scheduled to work the weekend which precedes a designated holiday which falls on a Monday as set out in Article 16.01, they will not be scheduled to work the paid holiday.

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

Perth-Huron

Where possible a Nurse shall not be required to work any of the designated foregoing holidays unless the holiday falls within or is adjacent to a weekend on which the Nurse is scheduled to work. Holidays will be self-scheduled on an equitable basis.

Porcupine Site – Highway 11 and the City of Timmins

The Employer will endeavour to arrange the paid holidays to be divided equitably among the Nurses in the site.

Thunder Bay and District

When a Nurse is scheduled to work the weekend of a paid holiday, the Employer shall endeavour to schedule them to work the paid holiday and to provide a long weekend off at a mutually agreeable time, subject to caseload and scheduling requirements.

The Employer will endeavour to equitably distribute paid holidays amongst the Nurses.

16.05

Brant, Haldimand, Norfolk; North Bay; Sarnia-Lambton

In the event that a full-time Nurse works on any of the foregoing designated holidays, they shall be paid at the rate of one– and one-half times their regular straight time rate of pay for all hours worked on such holiday. In addition, they will receive a lieu day off with pay.

Chatham-Kent

A full-time Nurse shall not be required to work any of the designated foregoing holidays unless the holiday falls within or is adjacent to a weekend on which the Nurse is scheduled to work. In the event that a full-time Nurse works on any of the foregoing designated holidays, they shall be paid at the rate of one– and one-half times their regular straight time rate of pay for all hours worked on such holiday. In addition, they will receive an additional day off with pay.

Durham

A Nurse who is required to work on any of the foregoing designated holidays shall be paid for all hours worked at the rate of 1½ times their regular rate of pay. In addition, a full-time Nurse will receive an additional day off with pay. Such day off will be taken at a mutually agreed upon time prior to the next designated holiday, except for Christmas Day and Boxing Day which are to be taken prior to Good Friday and Good Friday which is to be taken prior to Victoria Day.

If such arrangements are not made as herein provided, the Nurse shall be paid for the day at their regular rate of pay.

Perth-Huron

In the event that a full-time Nurse works on any of the foregoing designated holidays they shall be paid at the rate of one and one-half (1½) times their regular straight time rate of pay for all hours worked on such holiday. In addition, they will receive a lieu day off with pay in the amount of their regular straight time hourly rate of pay times the number of hours in a normal daily tour.

Peterborough, Victoria & Haliburton

A full-time Nurse shall not be scheduled to work on any designated holiday unless they are also scheduled to work the attached weekend. In the event that a full-time Nurse works on any of the foregoing designated holidays, they shall be paid at the rate of one and one-half (1½) times their regular straight time rate of pay for all hours worked on such holiday. In addition,

they 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 their request, subject to service need, singularly or consecutively, or added to their vacation.

#### Porcupine Site – Highway 11 and the City of Timmins

A Nurse who is required to work on any of the foregoing holidays shall be paid for all hours worked at the rate of one and one-half (1.5) times their regular rate of pay. In addition, a full-time Nurse will receive an additional day off with pay. Such day off will be taken at a mutually agreeable time within a sixty (60) day period before or after the holiday. If such arrangements are not made as herein provided, the Nurse shall be paid for the day at their regular rate of pay.

#### Sarnia-Lambton

A Nurse may accumulate up to two (2) lieu days, which may be taken at their request, subject to service need, singularly, or consecutively, or added to their vacation.

Such lieu days are to be taken within forty-five (45) days of being earned or they will be paid out.

#### Thunder Bay and District

When a full-time Nurse is required to work on the above holidays (not including the float holiday) they shall receive a day off in lieu without loss of pay from their regular earnings and be paid one and one-half (1½) times their regular straight time hourly rate for all regular hours worked on such holiday.

#### Toronto/York-Peel

- (a) A Nurse, including part-time and casual Nurses, required to work on one of the holidays listed in Article 16.01 shall be paid at time and one-half (1.5) their regular straight time hourly rate of pay.
- (b) Subject to (d) below, a full-time Nurse shall be entitled to receive a designated holiday off with pay in the amount of their regular straight time earnings provided:
  - i) They work their scheduled workday on each of the scheduled working days immediately preceding and following the holiday; unless excused by the Employer or the Nurse was absent due to:



- A) Legitimate illness or accident, which commenced within one (1) month of the date of the holiday.
  - B) Vacation granted by the Employer.
  - C) The Nurse's regular scheduled day off.
  - D) A paid leave of absence provided the Nurse is not otherwise compensated for the holiday.
- ii) A Nurse entitled to holiday pay hereunder shall not receive sick leave pay to which they may otherwise have been entitled unless they were scheduled to work that day. A Nurse receiving Workplace Safety & Insurance Board (WSIB) benefits for the day of the holiday shall, subject to the above provisions, be entitled to the difference between the amount of the WSIB benefits and the holiday pay.
- (c) They have been employed by the Employer for at least one (1) month preceding the holiday.
- (d) When a Nurse works on a designated holiday, such Nurse shall receive another day off in lieu of the holiday, provided they meet the requirements of (b) and (c) above. Such lieu day shall be scheduled at a time mutually agreeable to the employee and their manager within sixty (60) days following the holiday, failing which the lieu day shall be paid out at the rate of the employee's regular straight time hourly rate.
- (e) Nurses who are scheduled by the Employer to work a weekend attached to a paid holiday will also be scheduled to work the paid holiday if it falls on a Monday or a Friday.
- (f) Nurses who are scheduled by the Employer to be off on a weekend attached to a paid holiday will also be scheduled off on the paid holiday if it falls on a Monday or a Friday.

16.06 Brant, Haldimand, Norfolk; Chatham; North Bay

A part-time Nurse shall be paid at the rate of time and one-half their regular straight time hourly rate for all hours worked on the recognized holidays.

Perth-Huron

A part-time Nurse shall be paid at the rate of time and one-half their regular straight time hourly rate for all hours worked on the recognized holidays, in addition to their "pro-rata" wages.

### Peterborough, Victoria & Haliburton

A part-time Nurse shall be paid at the rate of time and one-half (1½) their regular straight time hourly rate for all hours worked on the recognized holidays.

### Porcupine Site – Highway 11 and the City of Timmins

Part-time or casual Nurses who work on the above-named holidays shall be paid a minimum of one full day's salary or time and one-half for all hours worked, whichever is greater.

### Thunder Bay and District

- (a) A regular part-time Nurse who works in a half-time or greater position will be entitled to holiday pay for each of the holidays listed in 16.01 (including the float holiday) on a prorated basis on the condition that such Nurse meets the qualifying conditions in Article 16.12. In addition, if they work on any of the ten (10) named holidays (not including the float holiday), they shall be paid one and a half (1½) times their regular straight time hourly rate for all regular hours worked on such holiday.
- (b) A regular part-time Nurse who works less than half-time who works on any of the ten (10) named holidays in 16.01 shall be paid one and a half (1½) times their regular straight time hourly rate for all regular hours worked on such holiday.
- (c) A casual part-time Nurse and an interim replacement Nurse will be paid one and a half (1½) times their regular straight time hourly rate for all regular hours worked on any of the seven (7) paid holidays listed in the *Employment Standards Act*.

### Toronto/York-Peel

All part-time Nurses will be entitled to receive holiday pay for all statutory holidays listed in 16.01 in accordance with the *Employment Standards Act*, including meeting the qualifying conditions in the *Act*. All non-statutory holidays listed in Article 16.01 will be paid on a prorated basis on the conditions in Article 16.03, with the exception of Nurses working extended tours.

Extended tour Nurses will have their hours averaged to seven and one-half (7.5) hours to equal one (1) day for the purpose of qualifying for holiday pay under the *ESA*. Extended tour Nurses will receive seven and one-half (7.5) hours' pay for all holidays listed in 16.01 if they meet the preceding qualifiers.

16.07 Brant, Haldimand, Norfolk; Chatham; North Bay; Peterborough, Victoria & Haliburton; Sarnia-Lambton

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.

16.08 Brant, Haldimand, Norfolk; Chatham-Kent; Durham; North Bay; Perth-Huron; Peterborough, Victoria & Haliburton; Sarnia-Lambton

Where a holiday falls during a full-time Nurse's scheduled vacation period, their vacation shall be extended by one day unless mutually agreed to schedule a different day off with pay. Where a holiday falls on a full-time Nurse's scheduled day off, an additional day off with pay will be scheduled.

Porcupine Site – Highway 11 and the City of Timmins

- (a) Where a holiday falls during a Nurse's scheduled vacation period, their vacation shall be extended by one (1) day unless the Nurse and the Employer agree to schedule a different day off with pay.
- (b) Where a holiday falls on a Nurse's scheduled day off, an additional day off with pay will be scheduled.

Thunder Bay and District

If a holiday as defined in 16.01, other than the float holiday, falls on a Nurse's scheduled day off, they shall be given another day off with pay at a mutually agreeable time. Lieu days for working on paid holidays shall be taken at a mutually agreeable time.

If one of the above-mentioned paid holidays occurs during a Nurse's vacation period, the Nurse will receive an additional day off with pay at a mutually agreeable time.

16.09 Brant, Haldimand, Norfolk

Should a full-time Nurse work on paid holidays, they may accumulate up to two (2) lieu days which may be taken at their request, subject to service need, singularly or consecutively, or added to their vacation.

16.10 Part-time Holiday Pay

Brant, Haldimand, Norfolk

- (a) A regular part-time Nurse who has earned wages on at least twelve (12) days during the four (4) weeks immediately preceding any holiday listed in 16.01 shall receive a day's pay for the holiday.

- (b) The amount of holiday pay shall equate to the average of the Employee's daily hours exclusive of overtime, for the days worked in the thirteen (13) week period immediately preceding a recognized holiday.

#### North Bay

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

#### Sarnia-Lambton

A part-time or casual Nurse shall be paid at the rate of time and one-half their regular straight time hourly rate for all hours worked on the recognized holidays as set out in 16.01.

#### 16.11 Brant, Haldimand, Norfolk; Chatham; North Bay

Any paid holiday shall be scheduled at a time mutually agreeable to the employee and their manager within sixty (60) days following the holiday, failing which the lieu day shall be paid out at the rate of the employee's regular straight time hourly rate.

#### 16.12 Durham

In order to qualify for pay for a holiday, a full-time Nurse shall complete their full scheduled shift on each of the working days immediately preceding and following the holiday unless excused by the Employer.

#### Porcupine Site – Highway 11 and the City of Timmins

In order to qualify for pay for a holiday, a Nurse shall complete their full scheduled shift on each of the working days immediately preceding and following the holiday concerned unless excused by the Employer or the Nurse was absent due to:

- (a) Legitimate illness or accident, which commenced within a month of the date of the holiday.
- (b) Vacation granted by the Employer.
- (c) The Nurse's regular scheduled day off.
- (d) A paid leave of absence provided the Nurse is not otherwise compensated for the holiday.

#### Thunder Bay and District

In order to qualify for holiday pay, a full-time Nurse must work their last scheduled shift immediately prior to the paid holiday and their first

scheduled shift immediately following the paid holiday unless the Nurse is absent on:

- (a) Paid sick leave.
- (b) Paid vacation.
- (c) Paid leave of absence.
- (d) Approved leave of absence without pay of fifteen (15) or fewer continuous calendar days.

It is agreed that a Nurse off work on layoff or a Nurse off work receiving Worker's Compensation Disability Benefits or pension, or a Nurse off work on an approved leave of absence without pay exceeding fifteen (15) continuous calendar days is not eligible for paid holidays or holiday pay from the Employer.

## **ARTICLE 17 – VACATIONS**

### **17.01 Brant, Haldimand, Norfolk**

- (a) A full-time Nurse shall be granted vacation with pay as follows:
  - i) Less than one (1) year of full-time continuous employment – one point two five (1.25) days per month of full-time continuous employment.
  - ii) One (1) or more years but less than thirteen (13) years of full-time continuous employment – four (4) weeks.
  - iii) Thirteen (13) or more years but less than twenty-two (22) years of full-time continuous employment – five (5) weeks.
  - iv) Twenty-two (22) or more years but less than twenty-eight (28) years of full-time continuous employment – six (6) weeks.
  - v) Twenty-eight (28) or more years of full-time continuous Employment – seven (7) weeks.
- (b) All part-time Nurses shall be entitled to vacation time with pay based upon the applicable percentage provided in accordance with the vacation entitlement of full-time Nurses:
 

i)	Up to Three (3) Week entitlement	6%
ii)	Four (4) week entitlement	8%
iii)	Five (5) week entitlement	10%
iv)	Six (6) week entitlement	12%
v)	Seven (7) week entitlement	14%

Chatham

- (a) A full-time Nurse shall be granted vacation with pay as follows:
  - i) Less than one (1) year of full-time continuous employment – one point two five (1.25) days per month of full-time continuous employment.
  - ii) One (1) or more years but less than fifteen (15) years of full-time continuous employment –four (4) weeks.
  - iii) Fifteen (15) or more years but less than twenty-five (25) years of full-time continuous employment – five (5) weeks.
  - iv) Twenty-five (25) or more years of full-time continuous employment – six (6) weeks.
- (b) Permanent part-time Nurses will be entitled to vacation pay as a percentage equivalent of the full-time vacation entitlement based on service of their regular straight time hourly earnings each pay period in lieu of paid vacation under Article 17 of the Collective Agreement.
  - i) Less than 1500 hour's continuous employment – 6% in lieu.
  - ii) 1500 hours or more years but less than 22500 hours of continuous employment – 8% in lieu.
  - iii) 22500 hours or more years but less than 37500 hours of continuous employment – 10% in lieu.
  - iv) 37500 or more hours of continuous employment – 12% in lieu.

Durham

- (a) All full-time Nurses shall be granted vacation with pay as follows:
  - i) Less than one year of full-time continuous employment – 1.25 days per month of full-time continuous service.
  - ii) One or more years, but less than three years of full-time continuous service – three weeks.
  - iii) Three or more years, but less than 15 years of full-time continuous service – four (4) weeks.
  - iv) Fifteen (15) or more years, but less than twenty-five (25) years of full-time continuous service– five (5) weeks.
  - v) Twenty-five (25) or more years of full-time continuous service – six (6) weeks.

- (b) All part-time Nurses shall be entitled to vacation time with pay based upon the applicable percentage of their regular straight time hourly rate provided below, in lieu of vacation, in accordance with the vacation entitlement of full-time Nurses:

i)	Three (3) week entitlement	6%
ii)	Four (4) week entitlement	8%
iii)	Five (5) week entitlement	10%
iv)	Six (6) week entitlement	12%

Vacation pay will be paid on each pay period.

#### North Bay

- (a) A full-time Nurse shall be granted vacation with pay as follows:
- i) Less than one (1) year of full-time continuous service – one point two five (1.25) days per month of full-time continuous service.
  - ii) One (1) or more years, but less than three (3) years of full-time continuous service – three (3) weeks.
  - iii) Three (3) or more years but less than fifteen (15) years of full-time continuous employment – four (4) weeks.
  - iv) Fifteen (15) or more years but less than twenty-five (25) years of full-time continuous employment – five (5) weeks.
  - v) Twenty-five (25) or more years of full-time continuous employment six (6) weeks.
- (b) Part-time Nurses shall be entitled to vacation pay in the following manner:
- |      |                            |                      |
|------|----------------------------|----------------------|
| i)   | Two (2) week entitlement   | 4% of gross earnings |
| ii)  | Three (3) week entitlement | 6% of gross earnings |
| iii) | Four (4) week entitlement  | 8% of gross earnings |

#### Perth-Huron

- (a) A full-time Nurse shall be granted vacation with pay as follows:
- i) Less than one (1) year of full-time continuous employment – one point two five (1.25) days per month of full-time continuous employment.
  - ii) One (1) or more years but less than three (3) years of full-time continuous employment – three (3) weeks.

- iii) Three (3) or more years but less than fifteen (15) years of full-time continuous employment – four (4) weeks.
  - iv) Fifteen (15) but less than twenty (20) years of full-time continuous employment – five (5) weeks.
  - v) Twenty (20) or more years of full-time continuous employment – six (6) weeks.
- (b) Part-time and casual Nurses shall be entitled to vacation pay based on the applicable percentage provided in accordance with the vacation entitlement of full-time Nurses, on their gross earnings, to be paid on each pay, as follows:
- |      |                            |     |
|------|----------------------------|-----|
| i)   | Three (3) week entitlement | 6%  |
| ii)  | Four (4) week entitlement  | 8%  |
| iii) | Five (5) week entitlement  | 10% |
| iv)  | Six (6) week entitlement   | 12% |
- Part-time and casual Nurses who are employed as at November 11, 2009 and who are currently receiving 7% vacation pay, shall remain at that rate until their entitlement increases to 8% in accordance with this Article.
- (c) Part-time Nurses may take time off without pay in accordance with full-time entitlements, on a prorated basis.

Peterborough, Victoria & Haliburton

- (a) A full-time Nurse shall be granted vacation with pay as follows:
- i) Less than one (1) year of full-time continuous employment – point eight (0.8) days per month of full-time continuous employment.
  - ii) One (1) year but less than three (3) years of full-time continuous employment – three (3) weeks.
  - iii) Three (3) years but less than fifteen (15) years of full-time continuous employment – four (4) weeks.
  - iv) Fifteen (15) years but less than twenty-five (25) years of full-time continuous employment – five (5) weeks.
  - v) Twenty-five (25) and more of full-time continuous employment – six (6) weeks.
  - vi) 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.

- (b) Part-time Nurses shall be entitled to vacation pay in the following manner:
  - i) Less than one (1) year  
Two (2) week entitlement 4% of gross earnings
  - ii) Three (3) week entitlement 6% of gross earnings
  - iii) Four (4) week entitlement 8% of gross earnings
  - iv) Five (5) week entitlement 10% of gross earnings
  - v) Six (6) week entitlement 12% of gross earnings
- (c) Casual Nurses shall be entitled to 4% vacation pay to be paid on each pay.

Porcupine Site – Highway 11 and the City of Timmins

- (a) Full-time Nurses shall receive vacations with pay as follows:
  - i) Less than one (1) year of full-time continuous employment – 1.25 days per month of full-time continuous service.
  - ii) One (1) or more years, but less than three (3) years of full-time continuous service – three (3) weeks.
  - iii) Three (3) or more years, but less than fourteen (14) years of full-time continuous service – four (4) weeks.
  - iv) Fourteen (14) or more years, but less than twenty-three (23) years of full-time continuous service – five (5) weeks.
  - v) Twenty-three (23) or more years of full-time continuous service – six (6) weeks.
- (b) All part-time and casual Nurses shall be entitled to vacation pay based upon the applicable percentage provided in accordance with the vacation entitlement of full-time Nurses, of their gross earnings in the preceding year.
  - i) 3-week entitlement 6%
  - ii) 4-week entitlement 8%
  - iii) 5-week entitlement 10%
  - iv) 6-week entitlement 12%
- (c) Equivalent years of service, calculated pursuant to the formula set out in Article 10.01 (b), shall be used to determine vacation entitlement.

Sarnia-Lambton

- (a) Full-time Nurses shall receive vacations with pay as follows:
- i) Less than one (1) year of full-time continuous employment – one point two five (1.25) days per month of full-time continuous employment.
  - ii) One (1) or more years but less than three (3) years of full-time continuous employment – three (3) weeks.
  - iii) Three (3) or more years but less than fifteen (15) years of full-time continuous employment – four (4) weeks.
  - iv) Fifteen (15) or more years but less than twenty-five (25) years of full-time continuous employment – five (5) weeks.
  - v) Twenty-five (25) or more years of full-time continuous employment – six (6) weeks.
- (b) All part-time or casual Nurses shall be entitled to vacation pay as follows:
- i) Less than 4500 hours 6%
  - ii) 4500 hours to less than 22, 500 hours 8%
  - iii) 22,500 hours to less than 37,500 hours 10%
  - iv) 37,500 hours and more 12%

Thunder Bay and District

Full-time Nurses shall receive vacations with pay as follows:

- (a) A Nurse who has completed less than one (1) year of continuous service as of December 31 shall be entitled to a vacation with pay of 1.7 days for each completed month of service to a maximum of twenty (20) days.
- (b) A Nurse who has completed one (1) or more but less than ten (10) years of continuous service as of December 31 shall be entitled to an annual vacation with pay of four (4) weeks.
- (c) A Nurse who has completed ten (10) or more but less than twenty (20) years of continuous full-time service as of December 31 shall be entitled to an annual vacation with pay of five (5) weeks.
- (d) A Nurse who has completed twenty (20) or more years of continuous full-time service as of December 31 shall be entitled to an annual vacation with pay of six (6) weeks.

- (e) A full-time Nurse who has completed one (1) or more years of continuous service and who is absent for a period in excess of thirty (30) continuous calendar days in any vacation year shall have their vacation with pay entitlement calculated on the following basis:

$$\frac{\# \text{ days paid during vacation year} + 30}{260} \times \text{annual vacation entitlement} = \text{proportionate vacation entitlement}$$

Toronto, York/Peel

Full-time Nurses shall receive vacations with pay as follows:

- (a) Nurses who have completed less than one (1) year of full-time continuous service shall be entitled to a vacation on the basis of 1.667 days for each completed month of service.
- (b) Nurses who have completed one (1) or more years of full-time continuous service shall be entitled to a vacation of twenty (20) days on the basis of 1.667 days for each completed month of service.
- (c) Nurses who have completed fifteen (15) years or more of full-time continuous service shall be entitled to a vacation of twenty-five (25) days on the basis of 2.083 days for each completed month of service.
- (d) Nurses who have completed twenty-five (25) years or more of full-time continuous service shall be entitled to vacation of thirty (30) days on the basis of 2.5 days for each completed month of service.

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

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

- 17.04 Vacation requests shall not be unreasonably denied.
- 17.05 During prime-time vacation (June 15-Labour Day), requests for one (1) week blocks of vacation shall take precedent over requests for single days.
- 17.06 Brant, Haldimand, Norfolk

Requests for prime-time summer (June, July and August) vacation for the following fiscal year shall be submitted to the Manager in writing by March 15. Requests for the next Christmas and March break vacation during the fiscal year shall be submitted to the Team Leader in writing by September 15.

Where there is a conflict in vacation requests, then seniority will govern.

Conflicts and other significant problems will be addressed and resolved with the team at the April/October meeting. Unresolved conflicts will be taken to the Manager for dispute resolution. The list will be finalized by May 1/ November 1 and communicated to the team at the team meeting in May/ November.

All other vacation requests, except for as provided for in single day requests as provided for herein, shall be submitted in writing at least one (1) month in advance, and the Manager shall reply to the request within one (1) week.

Vacation requests shall not be unreasonably denied.

#### Chatham

Requests for prime-time summer vacation (July and August) shall be submitted in writing by April 1. The Employer will post the final vacation list by May 1. All other vacation requests shall be submitted in writing at least one (1) month in advance, and the Employer shall reply to the request within one (1) week.

#### North Bay

Requests for prime-time summer vacation (July and August) shall be submitted in writing by April 1. The Employer will post the final vacation list by May 1. All other vacation requests shall be submitted in writing at least one (1) month in advance, and the Employer shall reply to the request within one (1) week.

#### Sarnia-Lambton

Requests for prime-time summer vacation (July and August) shall be submitted in writing by April 1. The Employer will post the final approved vacation list by May 1. All other vacation requests shall be submitted in writing at least one (1) month in advance, and the Employer shall reply to

the request within one (1) week. Denial of such request shall be neither unreasonable nor arbitrary.

## 17.07

Vacation SchedulingBrant, Haldimand, Norfolk

- (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 directly contiguous to scheduled vacation will be scheduled off.
- (f) Single vacation days may be granted as long as the Nurse provides three (3) working days' notice and subject to Team Coverage.
- (g) Where an employee's scheduled vacation is interrupted due to hospitalization or 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 a bereavement, the Nurse shall be entitled to bereavement leave according to Article 12.09. 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 their authorized vacation time without a written request from the Nurse and the prior approval of the Team.
- (j) The winter school break vacation (March Break) shall be rotated among interested Nurses on the team year-to-year. It is acknowledged that seniority may not prevail.
- (k) The parties agree that annual vacation is intended to be taken in total each year. Where a Nurse is unable to take their entire vacation entitlement, it shall be paid out at the fiscal year end.

- (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 their designate.

### Chatham

- (a) The vacation quota shall not be unduly restrictive and shall only include members of the bargaining unit.
- (b) In the event of conflict, seniority shall govern with respect to scheduling of vacations.
- (c) A week of vacation shall be defined as seven (7) consecutive calendar days, which includes five (5) vacation days and two (2) days off.
- (d) Vacation may commence on any day of the week.
- (e) Weekends prior to and following scheduled vacation will be scheduled off.
- (f) Single vacation days may be granted as long as the Nurse provides three (3) working days' notice and subject to operational requirements.
- (g) Where an Employee's scheduled vacation is interrupted due to hospitalization/serious illness which commenced prior to and continues into scheduled vacation period, the period of such illness may be considered sick leave. The portion of the Employee's vacation, which is deemed to be sick leave under this provision, will not be counted against the Employee's vacation, credits.
- (h) Where a full-time Nurse's scheduled vacation is interrupted due to a 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 their 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) The parties agree that annual vacation is intended to be taken in total each year. Where a Nurse is unable to take their entire vacation entitlement, it shall be paid out at the fiscal year end.

- (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 Site Director or their Designate.

#### North Bay

- (a) The vacation quota shall not be unduly restrictive and shall only include members of the bargaining unit.
- (b) In the event of conflict, seniority shall govern with respect to scheduling of vacations.
- (c) A week of vacation shall be defined as seven (7) consecutive calendar days, which includes five (5) vacation days and two (2) days off.
- (d) Vacation may commence on any day of the week.
- (e) Weekends prior to and following scheduled vacation will be scheduled off.
- (f) Single vacation days may be granted as long as the Nurse provides three (3) working days notice and subject to operational requirements.
- (g) Where an employee's scheduled vacation is interrupted due to hospitalization/serious illness which commenced prior to and continues into scheduled vacation period, the period of such illness may be considered sick leave. The portion of the employee's vacation, which is deemed to be sick leave under this provision, will not be counted against the employee's vacation credits.
- (h) Where a full-time Nurse's scheduled vacation is interrupted due to a 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 their 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) The parties agree that annual vacation is intended to be taken in total each year. Where a Nurse is unable to take their entire vacation entitlement, it shall be paid out at the fiscal year end.

- (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 their designate.

Perth-Huron

- (a) The vacation quota shall not be unduly restrictive and shall only include members of the bargaining unit.
- (b) In the event of conflict amongst bargaining unit staff who have applied in accordance with this Article, seniority shall govern with respect to scheduling of vacations.
- (c) A week of vacation for full-time Nurses 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 except in July and August.
- (e) Single vacation days may be granted as long as it does not occur on a regular basis and does not interfere with others' vacation requests.
- (f) Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, or commences during the vacation period, the period of such illness shall be considered sick leave.

An acceptable physician note may be required.

- (g) Where a Nurse's scheduled vacation is interrupted due to a bereavement, the Nurse shall be entitled to bereavement leave according to Article 12.10. 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.
- (h) A Nurse may not change their authorized vacation time without a written request from the Nurse and the prior approval of the Employer.
- (i) The parties agree that annual vacation is intended to be taken in total each year. If due to operational requirements a Nurse is unable to take their entire vacation entitlement, it shall be paid out at the fiscal year end.
- (j) 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 their Designate.



Peterborough, Victoria & Haliburton

- (a) The vacation quota shall not be unduly restrictive and shall only include members of the bargaining unit.
- (b) In the event of conflict, seniority, shall govern with respect to scheduling of vacations.
- (c) A week of vacation shall be defined as seven (7) consecutive calendar days, which includes five (5) vacation days and two (2) days off.
- (d) Vacation may commence on any day of the week.
- (e) Weekends prior to and following scheduled vacation will be scheduled off.
- (f) Single vacation days may be granted as long as the Nurse provides three (3) working days notice and subject to operational requirements.
- (g) Where an employee's scheduled vacation is interrupted due to hospitalization/serious illness which commenced prior to and continues into scheduled vacation period, the period of such illness may be considered sick leave. The portion of the employee's vacation, which is deemed to be sick leave under this provision, will not be counted against the employee's vacation, credits.
- (h) 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 their 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 17.07 (l), the parties agree that annual vacation is intended to be taken in total each year. Where a Nurse requests to take their 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 their vacation balance on or before January 15 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 their designate.

Porcupine Site – Highway 11 and the City of Timmins

- (a) The vacation quota shall not be unduly restrictive.

Vacation shall be established within the self-scheduling teams in accordance with their client care guidelines.

- (b) In the event of conflict amongst bargaining unit staff who have applied in accordance with this Article, 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 wherever possible through the team self-scheduling process.
- (f) Single vacation days may be granted as long as it does not occur on a regular basis and does not interfere with others' vacation requests.
- (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 a 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 their authorized vacation time without a written request from the Nurse and the prior approval of the Employer.
- (j) The winter school break (March Break) vacation shall be rotated among interested Nurses as covered by the self-scheduling team.

- (k) The parties agree that annual vacation is intended to be taken in total each year. Where a Nurse is unable to take their entire vacation entitlement, it shall be paid out at the fiscal year end.
- (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 their Designate.

#### Thunder Bay and District

- (a) The vacation entitlement date in any year shall be December 31.
- (b) The Employer will endeavour to accommodate the requests of Nurses with respect to vacation dates subject to the consideration of service needs. Vacation requests shall not be unreasonably denied. If there is a conflict in vacation requests in a geographic area, seniority shall be the deciding factor. Once a Nurse has been granted a requested vacation period, they may not then exercise their seniority rights to change that vacation period.
- (c) Applications for vacations for the months of July and August shall be submitted in writing by March 15 for Nurses with seniority greater than five (5) years and by April 1 for Nurses with seniority of five (5) years or less. The Employer will post the finalized vacation list by April 15. All other vacation requests shall be submitted in writing at least one (1) month in advance of the time requested and the Employer shall reply to the request within one (1) week.
- (d) A newly employed full-time Nurse may not take any vacation during the first six (6) months of their employment.

#### Toronto-York-Peel

- (a) Vacation shall be scheduled between April 1 and March 31 each year. Requests for vacation shall be submitted in writing to the Manager by February 1 and the schedule will be posted by March 1. In the case of conflicting requests for vacation, seniority will govern. A Nurse may be limited to a maximum of three (3) weeks' vacation in July or August.
- (b) A Nurse whose weekend to work occurs during periods of scheduled vacation time will not be required to have their weekend to work rescheduled at least once per year, as well, for vacation periods of two (2) consecutive weeks or longer.
- (c) i) Where a Nurse's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.

- ii) Where a Nurse's scheduled vacation is interrupted due to serious illness requiring the Nurse to be an inpatient in a Hospital, the period of such hospitalization shall be considered sick leave.
- iii) The portion of the Nurse's vacation, which is deemed to be sick leave under the above provisions, will not be counted against the Nurse's vacation credits.

17.08 Brant, Haldimand, Norfolk

Vacation requests, which have been submitted by the Nurse and approved by the Employer, shall not be cancelled by the Employer without the consent of the Nurse.

17.09 Durham

- (a) i) Written requests for vacation time off from July 1 to December 31 shall be submitted to the supervisor responsible for scheduling by February 28 each year.
- ii) Written requests for vacation time off from January 1 to June 30 shall be submitted to the supervisor responsible for scheduling by September 30 each year.
- iii) Vacation schedules will be posted by March 15 and October 15. Seniority shall govern where conflicts arise between requests of two (2) or more Nurses.
- iv) A Nurse may not change their authorized vacation time without the prior approval of their immediate supervisor.
- v) From June 15 to September 15, vacation time shall be limited to two (2) consecutive weeks off per staff member, unless service needs, and staffing requirements permit additional vacation days.
- vi) No vacation will be granted between December 15 and January 8.
- vii) A week of vacation shall be defined as seven (7) consecutive calendar days, which include five (5) vacation days and two (2) days off.
- viii) The weekend before and after the vacation shall be scheduled off.
- ix) The vacation year runs from April 1 to March 31. Vacation may not be carried over from one (1) fiscal year to the next.

- (b) i) When approved scheduled vacation is interrupted due to hospitalization/serious illness which commenced prior to and continues into scheduled vacation period, the period of such illness will be considered sick time. 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. The employee may be required to provide the Employer with a medical certificate verifying the reason for absence and the duration thereof.
- ii) Where a full-time Nurse's scheduled vacation is interrupted due to a bereavement dealt with by Article 12.10, the Nurse may apply to be covered by that Article. 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. The Employer shall not unreasonably deny such an application.

#### 17.10 North Bay

A casual Nurse shall be entitled to vacation pay in the amount of four (4%) percent of their basic hourly rate. Vacation pay will be paid on each pay period. These Nurses may request a personal leave of absence for vacation.

#### 17.11 Perth-Huron

A Vacation Planner showing the Nurse's seniority ranking and the amount of vacation the Nurse will be entitled to as at their anniversary date shall be posted by January 31. The Nurse will indicate their preference for vacation on the planner no later than April 1.

A finalized approved vacation planner will be posted by the Employer by May 1.

Vacation requests not received prior to April 1 must be submitted in writing prior to the self-scheduling meeting and the Employer shall reply to the request within one (1) week.

In scheduling vacation requests, preference will be given to Nurses in accordance with their seniority provided the Nurse exercises this right by April 1, after which time vacation requests, which must be in writing, will be scheduled on a first come, first served basis.

Any requests for vacation made after April 1 will be responded to in writing by the Employer within ten (10) working days of the date of submission. Denial of vacation requests shall be neither unreasonable nor arbitrary.

17.12 Peterborough, Victoria & Haliburton

- (a) Vacation pay for part-time and casual Nurses shall be paid on each pay.
- (b) Requests for vacation shall be submitted by February 1 for the six (6) months, from April to September; and by August 1 for the six (6) month period of October to March. The Employer will post the final list by March 15 and September 15, 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.

17.13 Porcupine Site – Highway 11 and the City of Timmins

- (a) i) Written requests for vacation time off from April 1 to September 30 shall be submitted to the supervisor responsible for scheduling by March 1 each year.  
  
Written requests for vacation time off from October 1 to March 31 shall be submitted to the Supervisor responsible for scheduling by September 1 each year.
- ii) Vacation schedules will be approved and posted by March 15 and September 15. Seniority shall govern where conflicts arise between requests of two or more employees.
- iii) A Nurse may not change their authorized vacation time without the prior approval of their immediate supervisor.
- iv) The vacation year runs from April 1 to March 31. Vacation may not be carried over from one 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 their designate.
- (b) i) Written requests for vacation time off other than for the period outlined in a) above shall be submitted to the supervisor at least two (2) weeks in advance of the posting of the schedule which covers the period for which the vacation is being requested.
- ii) Single vacation days will be granted as long as the Nurse provides three (3) working days' notice and subject to operational requirements.
- iii) A week of vacation shall be defined as seven (7) consecutive calendar days, which includes five (5) vacation days and two days off.

- (c) i) Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into scheduled vacation period, the period of such illness shall be considered sick leave.
- ii) Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.
- iii) The portion of the employee's vacation, which is deemed to be sick leave under the above provisions, will not be counted against the employee's vacation credits.
- iv) Where a Nurse's scheduled vacation is interrupted due to a bereavement, the Nurses shall be entitled to bereavement leave in accordance with Article 12.10.
- v) The portion of the employee's vacation, which is deemed to be compassionate leave under the above provisions, will not be counted against the employee's vacation credits.

#### 17.14 Thunder Bay and District

##### (a) Vacation Requests

The parties agree that Articles 17.03 (a) and (b) will be applied in the following manner as they apply to requests for vacation at Christmas time and March Break:

- i) If there is a conflict in vacation requests for time off at Christmas, seniority shall be the deciding factor provided written requests are filed no later than July 16 in any year.
- ii) If there is a conflict in vacation requests for time off at March Break, seniority shall be the deciding factor provided written requests are filed no later than September 1 in any year.
- iii) Replies to requests for these times will be given one (1) week after the request deadline.
- iv) Requests made after the requested deadline for Christmas or March Break will be granted on a first come-first-serve basis and seniority will not apply.
- v) Requests for other times of year will be in accordance with Article 17.03.

- (b) Vacations are normally to be taken in the vacation year in which they are earned, but vacation credits may be carried over to the next vacation year, subject to the following:
  - i) The Nurse may carry over up to five (5) days to the following vacation year with the approval of their manager.
  - ii) A request to carry over more than five (5) days must be submitted in writing to the Executive Director by December 31 and must include a plan to take the carried over vacation within the first three (3) months of the new vacation year.
  - iii) A reminder of any outstanding vacation days will be communicated to the Nurse by early December.
- (c) The Employer will endeavour to schedule as a weekend off the weekend prior to a Nurse's vacation.
- (d) The Employer will continue its present practice relative to prorated vacation entitlement for regular part-time Nurses who work in a half-time or greater position. Equivalent years of service calculated on the basis of fifteen hundred (1500) hours of regular part-time service equals one (1) year of full-time service shall be used to determine continuous service for vacation entitlement purposes for a regular part-time Nurse in a half-time or greater position, subject to 17.02.
- (e) Any service towards vacation entitlement earned by a full-time or regular part-time Nurse working in a half-time or greater position prior to November 21, 1985, will be retained, but the accumulation of service for vacation entitlement purposes subsequent to ratification will be in accordance with Article 17.
- (f) For Nurses with paid sick leave entitlement, the following shall apply:
  - i) Where a Nurse's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the Nurse may opt to consider the period as sick leave.
  - ii) Where a Nurse's scheduled vacation is interrupted due to serious illness requiring the Nurse to be an inpatient in a Hospital, the Nurse may opt to consider the period of hospitalization as sick leave.
  - iii) The portion of the Nurse's vacation, which is considered to be sick leave in (a) or (b) will not be counted against the Nurse's vacation credits.



17.15 Toronto-York-Peel

- (a) For the purpose of calculating the eligibility the vacation year shall be the calendar year.
- (b) Part-time Nurses who are normally scheduled to work 3/5<sup>ths</sup> of a week shall be entitled to the same vacation time as full-time Nurses. Vacation pay shall be prorated to reflect their hours of work in relation to full-time hours.
- (c) Casual and part-time Nurses who are not normally scheduled to work 3/5<sup>ths</sup> of a week shall be entitled to vacation pay in the amount of six (6%) per cent of their basic hourly rate. Vacation pay will be paid on each pay period. These Nurses may request a personal leave of absence for vacation.
- (d) Vacation may not normally be carried over from one (1) vacation year to the next. If a Nurse is unable to take their accrued vacation by the end of vacation year, they may carry over up to five (5) days to the following vacation year with the approval of the Manager. A request to carry over more than five (5) days must be submitted in writing to the Executive Director by December 31<sup>st</sup> and must include a plan to take the carried over vacation within the first three (3) months of the new vacation year. Any unused vacation that has not been approved for carry over by the end of the vacation year, or that has not been taken in accordance with an approved carry-over plan, will be scheduled at the discretion of the Employer. A reminder of any outstanding vacation days will be communicated to the Nurse by early December.

**ARTICLE 18 – SKILLS DEVELOPMENT AND TRAINING**

18.01 The Employer and the Union recognize their joint responsibility and commitment to provide and participate in the professional development of staff.

18.02 Orientation and In-service

- (a) It is agreed that orientation and in-service programs will be provided to all Nurses.
- (b) In-service programs shall include programs to update Nurses as to changes in procedures and practices. In-service programs shall be scheduled in a manner, which will allow Nurses to attend during working hours. Nurses required to attend such programs outside their scheduled working hours shall be paid at their appropriate rate of pay for hours in attendance. If Nurses are required to complete an on-line training course outside of their scheduled working hours, they

shall be paid at their appropriate rate of pay for the hours required to complete the course.

18.03 The parties may also attempt to negotiate with local educational institutions to provide specific courses and/or discounts to meet educational needs of Nurses.

18.04 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.

18.05 The Employer will cover the total cost of the initial training for needed and new skills. If the Employer does not have the resources to cover the total cost, the Employer will look to cost sharing strategies with the individual employee. (E.g., Employer covers the cost of the trainer, location, and supplies and the employee attends on their own time). When a Nurse is on duty and required to attend any in-service programme, during their regularly scheduled working hours, they shall suffer no loss of regular pay.

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

18.06 It is expected that following initial training for needed and required skills, the Nurse will have the responsibility for maintaining ongoing competence, by utilizing their skills in the workplace or attending in-services.

#### 18.07 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 technology is introduced into the workplace and Nurses are required to utilize that technology in the course of their duties, the Employer agrees that necessary training will be provided at no cost to the Nurses involved.

18.08 Where there is a requirement for needed and new skills to be implemented, the initial training will be offered first to the full-time Nurses and secondly the part-time, in order of seniority within each team, with the goal of covering the service area where the skill is required.

18.09 If a required skill is identified as a need to a specific client's care this skill will be taught to the core group on the team who will be responsible for providing care for that specific client. The cost of such training will be covered by the Employer. (This may include joint visits, which must be pre-authorized by the Employer).

If other Nurses wish to participate in the training for their own interest, the cost will be the responsibility of those Nurses.

## **ARTICLE 19 – SICK LEAVE**

### **19.01      Brant, Haldimand, Norfolk**

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 fifty days (150) days.

### **Chatham; Durham; North Bay; Perth-Huron; Peterborough, Victoria & Haliburton; Sarnia-Lambton**

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.

### **Thunder Bay and District**

Sick leave means the period of time when a full-time Nurse, or regular part-time Nurse who works in a half-time or greater position, is permitted to be absent from work with full pay due to sickness or accident rendering them unable to perform their duties and not compensable under the *Workers' Compensation Act*.

### **Toronto/York-Peel**

- (a) Sick leave is the granting of time off with pay for absences from regularly scheduled hours due to legitimate illness. There shall be a Sick Credit Accumulation Bank for each full-time Nurse in the active employ of the Employer. Such Nurses shall accumulate sick credits at the rate of one and one-half (1.5) days per completed month of full-time work to a maximum of one hundred twenty (120) days.
- (b) Where a full-time Nurse is absent from work due to legitimate illness, they shall not lose their regular straight time earnings from their regularly scheduled hours to the extent of their credits in the Sick Credit Accumulation Bank.

### **19.02      (a)      Brant, Haldimand, Norfolk; Chatham; North Bay; Perth-Huron; Peterborough, Victoria & Haliburton**

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.

### **Durham**

Such credits shall be cumulative from the beginning of the first complete calendar month after the commencement of employment and such credits can be used, if available, after one month of service including the probationary period.

Designated holidays and regular days off shall not form part of the illness period.

#### Porcupine Site – Highway 11 and the City of Timmins

Each full-time Nurse shall accumulate sick leave credits at the rate of one and one-half (1½) days per month of service up to a maximum of one-hundred and twenty (120) working days. Sick leave credits for Nurses who work half time, or more are accrued on a pro rata basis. No cash payments for sick leave time shall be paid out upon termination.

Such credits shall be accumulated from the beginning of the first complete calendar month after the commencement of employment and such credits can be used, if available, after the probationary period.

#### Sarnia-Lambton

- i) Sick leave credits will continue to accrue for all Nurses during such time as the Nurse may be absent on sick leave paid by the Employer. Designated holidays and regular days off shall not form part of the illness period.
- ii) When a Nurse is ill, they shall receive their regular pay from these credits.

#### Thunder Bay and District

- i) Sick leave will be granted to full-time Nurses on the following basis:
  - A) One and one-half (1½) days per month to a maximum of one hundred and twenty (120) working days.
  - B) The unused portion of sick leave in any year will be cumulative up to a maximum of one hundred and twenty (120) working days.
  - C) Sick leave benefits will cease on termination of employment or up to the Nurse's seventieth birthday or on death.
  - D) Should a person become ill preceding their scheduled vacation period and should such illness continue into what would have been their vacation, all such time may be considered sick leave and the vacation period may at the option of the employee be rescheduled at a later day.

- ii) Sick leave will be granted on a prorated basis in accordance with Article 19.01 to regular part-time Nurses who work in a half-time or greater position.
- iii) There shall be no deduction from sick leave credits when a Nurse has completed at least half ( $\frac{1}{2}$ ) the hours of their shift.
- iv) A Nurse must make every effort to notify their manager promptly and in advance of their scheduled workday of their inability to report for work due to sickness so that service can be maintained. Managers will advise their staff of the appropriate reporting procedures to be followed.
- v) A Nurse will not be entitled to sick pay:
  - A) When absent on pregnancy/parenting leave.
  - B) During a period of layoff or of leave of absence without pay.
  - C) During a vacation period, subject to 17.14.
  - D) For any day on which they are not scheduled to work.

- (b) Brant, Haldimand, Norfolk; Chatham; North Bay; Perth-Huron; Sarnia-Lambton

When a Nurse is ill, they shall receive their regular pay from these credits.

#### Toronto/York-Peel

- (a) The Nurse email the CSA and call the manager to advise of illness no later than one hour prior to the start of the morning shift, or two hours prior to the start of the afternoon shift.
- (b) When a full-time or part-time Nurse has completed any portion of their regularly scheduled tour prior to going on sick leave benefits or WSIB benefits, they shall be paid for the balance of the tour at their regular straight time hourly rate. This provision will not disentitle the Nurse to a lieu day under Article 16.01 if they otherwise qualify.
- (c) Part-time Nurses who are normally scheduled to work  $\frac{3}{5}$ <sup>ths</sup> of a week shall accumulate sick credits on a pro-rata basis reflecting their hours of work in relation to full-time hours to a maximum accumulation of one hundred twenty (120) days.

19.03 Brant, Haldimand, Norfolk

A Nurse shall be entitled to a biweekly statement on their pay stub of their sick leave credit.

Chatham; North Bay; Perth-Huron; Peterborough, Victoria & Haliburton; Sarnia-Lambton

A Nurse shall be entitled to an annual statement of their sick leave credit. This statement shall be given to the Nurse on or before the end of April of each year of their employment.

Porcupine Site – Highway 11 and the City of Timmins

The Employer shall provide each Nurse with a statement of sick leave credits semi-annually, at the end of March and the end of September.

Thunder Bay and District

The Employer will notify each Nurse of the amount of unused sick leave in their bank annually.

Toronto/York-Peel

Each Nurse shall receive a statement of the balance of their sick credits in their bank at the end of May in each year.

19.04 Brant, Haldimand, Norfolk

Where applicable, a Nurse who transfers from full-time to part-time status may have their unused sick leave credits restored to them, should they re-join the full-time staff without a break in service.

Thunder Bay and District

A full-time Nurse or a regular part-time Nurse who works in a half-time or greater position who transfers to a regular part-time position in which they regularly work on a predetermined and fixed schedule of less than eighteen and three-quarters (18¾) hours per week or to casual part-time status will be entitled to retain but not accumulate or utilize any unused accumulated sick days earned prior to such transfer and will only be entitled to utilize such sick days upon obtaining a full-time or a half-time or greater position.

19.05 Durham

A part-time Nurse or a Nurse who transfers from full-time to part-time shall have their accumulated sick bank credits frozen for one year. Such bank shall be reinstated should such Nurse transfer back to full-time within one year.

19.06 Modified Work

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

19.07 Porcupine Site – Highway 11 and the City of Timmins – Modified Work/Return to Work Programs

The Employer and the Union recognize the purpose of modified work/return to work programs, is to provide fair and consistent practices for accommodating Nurses who have been ill, injured or permanently disabled, to enable their early and safe return to work.

The parties undertake to provide safe and meaningful employment for both permanently or temporarily disabled Nurses based on the following principles:

- (a) A Nurse has the right to employment following an injury or illness if the Employee is able to perform either the essential duties of their pre-injury/illness job or any other suitable modified work.
- (b) A Nurse participating in this program will be paid their applicable hourly rate in accordance with the Collective Agreement or at the rate of the accommodated job, whichever is higher.
- (c) A Nurse with a disability has the right to have the work or workplace modified to accommodate their needs in order to facilitate an early and safe return to work to their pre-injury/illness job or other suitable work.

- (d) A Nurse with a disability, whose pre-injury/illness job cannot be accommodated to allow them to perform the essential duties of that particular job, shall be offered alternative suitable work. Every attempt will be made to offer alternative work that is comparable in nature and salary to the pre-injury/illness employment.
- (e) In order to return a worker with a disability to their pre-injury/illness job, appropriate accommodation may include, but is not limited to modifications to the job or workstation, reorganization of the work, provision of additional staff and/or retraining of the worker in order to perform the essential duties of the pre-injury/illness job or alternative suitable work.

19.08 Chatham; Perth-Huron

Time off for medical and dental appointments may be granted at the discretion of the Site Director or Designate and will be charged against the Nurse's sick leave accumulation credits. Requests for such appointments will be submitted in writing as soon as practical. Such leave will not be unreasonably withheld.

Peterborough, Victoria & Haliburton; Sarnia-Lambton

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.

Thunder Bay and District

Time granted for medical and dental appointments of one (1) day or more will be considered as sick leave. Time off for a shorter period may be granted at the discretion of the immediate Manager.

19.09 Perth-Huron

A Nurse may use available sick credits to care for dependants who are ill to a maximum of three (3) days per year.

A dependant is defined as a spouse, child, stepchild, or parent residing in the Nurse's home. This excludes a child who is older than twenty-one (21) years. A handicapped child residing in the Nurse's home will be considered a dependant.



19.10 Perth-Huron

When a Nurse transfers from another site of the Victorian Order of Nurses, the Employer will assume responsibility for any accumulated sick leave of such Nurse to a maximum of one hundred and twenty (120) days.

**ARTICLE 20 – PENSION & BENEFITS**

20.01 Chatham-Kent

Employees currently participating in the VON Canada Status Quo Group Benefit Plans will be transitioned to the VON Canada Flex Group Benefit Plans effective the date of ratification of the Collective Agreement.

Brant, Haldimand, Norfolk

Victorian Order of Nurses for Canada Brant-Haldimand-Norfolk provides and maintains a registered pension plan. 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 Victorian Order of Nurses for Canada Brant-Haldimand-Norfolk Pension Plan.

Chatham-Kent; North Bay; Peterborough, Victoria & Haliburton; Sarnia-Lambton

A VON Pension Plan is maintained at a national level. Enrolment, participation and contributions by the Nurses and the Employer will be in accordance with the terms and conditions of that Plan.

- (a) All full-time Nurses who are presently enrolled in the Employer's pension plan shall maintain their enrolment in the Plan. Full-time Nurses employed, but not yet eligible for membership in the Plan, shall, as a condition of employment, enrol in the Plan when eligible.
- (b) Chatham-Kent; North Bay; Peterborough, Victoria & Haliburton

Part-time Nurses may participate in the VON Canada Pension Plan.

Perth-Huron; Sarnia-Lambton; Toronto/York-Peel

Part-time and casual Nurses may participate in the VON Canada Pension Plan and will be advised of such eligibility within thirty (30) days.

Porcupine Site – Highway 11 and the City of Timmins

- (a) All full-time Nurses who are presently enrolled in the Employer's pension plan shall maintain their enrolment in the Plan subject to its terms and conditions. New full-time Nurses and 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 in accordance with its terms and conditions.
- (b) Part-time Nurses may participate in the VON Canada Pension plan in accordance with its terms and conditions.

Thunder Bay and District

The Employer Pension Plan is maintained at National Office for all full-time Nurses and less than full-time Nurses. Enrolment, participation and the contributions by Nurses and the Employer will be in accordance with the terms and conditions of that Plan.

Toronto/York-Peel

The Employer Pension Plan is maintained by VON Canada. Enrollment participation and the contribution by Nurses and the Employer will be in accordance with the terms and conditions of that plan. Part-time and Casual Nurses are eligible to participate in the pension plan subject to the plan's eligibility requirements.

20.02

Brant, Haldimand, Norfolk

- (a) During the term of this agreement, current benefits apply subject to 20.03.

The Employer shall contribute towards the premium coverage of full-time participating eligible nurses, upon successful completion of their probationary period and who are, 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:

- i) One hundred percent (100%) of the billed premium towards the coverage of eligible nurses in the active employ of Victorian Order of Nurses for Canada Brant-Haldimand-Norfolk under the Ontario Health Insurance Plan through the Employer Health Tax.

ii) Life Insurance

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

iii) Extended Health

Seventy-five percent (75%) of the billed premium towards coverage of eligible nurses in the active employ for the Extended Health Care Benefits as provided under the Victorian Order of Nurses for Canada Brant-Haldimand-Norfolk Group Insurance Plan, provided that the balance of the premium is paid by each nurse through payroll deductions.

iv) Dental Plan

Seventy-five percent (75%) of the billed premium towards coverage of eligible nurses in the active employ of the Victorian Order of Nurses for Canada Brant-Haldimand-Norfolk for the Dental benefits as provided under the Victorian Order of Nurses for Canada Brant-Haldimand-Norfolk 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.

v) Long-Term Disability

Full-time Nurses must purchase Long Term Disability Coverage through the ONA LTD carrier, subject to its terms and conditions on the basis of one hundred percent (100%) Employee paid premiums.

See Letter of Understanding attached re: Long-Term Disability, present language remains unchanged.

- (b) The Employer may substitute another carrier for any of the foregoing plans (other than OHIP) provided that the level of benefits conferred thereby are not decreased. The Employer will advise the Union of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.
- (c) 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 Union for inspection.

- (d) In the Case of unpaid leaves of absence because of pregnancy or parental leave or when a Nurse is in receipt of Workplace Safety & Insurance Board benefits, the Employer will continue to pay its share of the subsidized Employee benefits for a maximum of fifty-two (52) weeks in the case of the pregnancy/parental benefits, unless the nurse indicates in writing that they do not wish to continue their participation in the benefit plans, and in the case of Workplace Safety & Insurance Board benefits unless the nurse does not pay their share of the contributions.

### Chatham-Kent

- (a) During the term of this Agreement, current benefits apply, subject to 20.03.

The Employer shall contribute toward the premium coverage of participating eligible Nurses in the active employ of the Employer under the insurance plans set out below, subject to their respective terms and conditions including any enrolment requirements:

For clarity, a Nurse who continues to work past the age of sixty-five (65) and who is enrolled in the Employer's benefit plans at age sixty-five (65) will continue to receive all such benefits held prior to the Nurse's 65<sup>th</sup> birthday.

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

- ii) Life Insurance

- A) One hundred percent (100%) of the billed premium toward coverage of eligible employees in the active employ of the Employer for a group life insurance plan at two times (2X) annual salary and will include Accidental Death and Dismemberment coverage as provided under the VON Canada Flex Group Benefits Plan.

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

iii) Extended Health

Fifty percent (50%) of the billed premium toward coverage of eligible employees in the active employ of the Employer for an Extended Health Care plan as provided under the VON Canada Flex Group Benefits Plan.

iv) Dental Plan

Fifty percent (50%) of the billed premium toward coverage of eligible employees in the active employ of the Employer for Dental Benefits as provided under the VON Canada Flex Group Benefits Plan.

v) Long-Term Disability

Full-time Nurses are required to participate in the Long-Term Disability Plan as provided under the VON Canada Flex Group Benefits Plan, subject to its terms and conditions on the basis of one hundred percent (100%) Employee paid premiums.

- (b) The Employer may substitute another carrier for any of the foregoing plans or amend the plan design, provided that consultation occurs between the Union and the Employer and that levels of benefits conferred thereby are comparable. The Employer will advise the Association of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.
- (c) 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.

Durham

- (a) The Employer shall contribute towards the premium coverage of full-time participating eligible nurses in the active employ of the Employer under the insurance plans set out below subject to their respective terms and conditions, including any enrolment requirements.
  - i) The Employer agrees to pay 100% of the billed premium toward coverage of eligible nurses in the active employ of the Employer for a group life insurance plan providing two times annual salary as well as accidental death and dismemberment in the same amount.
  - 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.

- iii) The Employer agrees to contribute 50% of the billed premium towards coverage of eligible nurses in the active employ of the Employer under the Extended Health Care Plan as provided under the VON Canada National Group Benefits Plan. The balance of the monthly premiums is paid by the nurse through payroll deductions.
  - iv) The Employer agrees to contribute 50% of the billed premium towards coverage of eligible nurses in the active employ of the Employer under the Dental Plan as provided under the VON Canada National Group Benefits Plan. The balance of the monthly premium is paid by the nurse.
  - v) Full-time Nurses are required to participate in the VON Canada National Long-Term Disability Plan, subject to its terms and conditions, on the basis of 100% employee paid premiums.
  - vi) Nurses who are on layoff may continue to participate in benefit plans at their request provided they make arrangements to pay 100% of the premium and subject to the approval of the carrier.
- (b) Part-time employees are eligible to participate in the above plans subject to the plans eligibility requirements. Part-time and casual nurses who are not eligible to participate in the above plans shall be paid a percentage in lieu as set out in Article 24.03.
  - (c) The Employer may substitute another carrier for any of the foregoing plans or amend the plan design, provided that consultation occur between the Association and the Employer prior to implementation and that the level of benefits conferred are reasonably comparable. The Employer will advise the Association of any change in carrier or under writer as soon as reasonably possible prior to implementing a change in carrier.

#### North Bay

- (a) During the term of this agreement, current benefits apply subject to 20.03.

The Employer shall contribute towards the premium coverage of full-time participating eligible nurses, upon successful completion of their probationary period and who are, in the active employ of the Employer under the insurance plans set out below, subject to their respective terms and conditions including any enrolment requirements:

i) Ontario Health Insurance Plan

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

ii) Life Insurance

A) 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.

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

iii) 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.

iv) Dental Plan

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

v) 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.

(b) The Employer may substitute another carrier for any of the foregoing plans (other than OHIP) provided that the level of benefits conferred thereby are not decreased. The Employer will advise the Association of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.

(c) 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.

- (d) In the case of unpaid leaves of absence because of maternity or parental leave or when a nurse is in receipt of Workers' Compensation benefits, the Employer will continue to pay its share of the subsidized employee benefits for a maximum of thirty-five (35) weeks in the case of pregnancy/parental benefits, unless the nurse indicates in writing that they do not wish to continue their participation in the benefit plans, and for a maximum of one (1) year in the case of Workers' Compensation benefits unless the nurse does not pay their share of the contributions.

#### Perth Huron

- (a) During the term of this Agreement, current benefits apply.

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

For clarity, a nurse who continues to work past the age of sixty-five (65) and who is enrolled in the Employer's benefit plans at age sixty-five (65) will continue to receive all such benefits held prior to the nurse's 65<sup>th</sup> birthday.

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

- ii) Life Insurance

- A) 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.

- B) A nurse may elect to purchase additional voluntary insurance for their spouse in accordance with the terms of the plan.

- iii) Extended Health

Fifty percent (50%) of the billed premium toward coverage of eligible nurses in the active employ for the Extended Health Care Benefits as provided under the VON National Group



Insurance Plan, provided the balance of the premium is paid by each nurse through payroll deduction.

iv) Dental Plan

Fifty percent (50%) of the billed premium toward coverage of eligible employees in the active employ of the Employer for dental benefits as provided under the VON Canada Flex Group Benefits Plan.

v) 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 (100%) employee paid premiums.

- (b) The Employer may substitute another carrier for any of the foregoing plans (other than OHIP) provided that the level of benefits conferred thereby are not decreased. The Employer will advise the Union of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.
- (c) 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 Union for inspection.
- (d) Benefit continuation for employees on pregnancy and parental leave or for those who are in receipt of Workplace Safety and Insurance Benefits will be provided in accordance with the provisions of the *Employment Standards Act* or the *Workplace Safety and Insurance Act*.

Peterborough, Victoria & Haliburton

- (a) 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:

i) OHIP

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.

ii) Life Insurance

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

iii) 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.

iv) 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.

v) 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.

- (b) 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.
- (c) 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.
- (d) 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%.

Porcupine Site – Highway 11 and the City of Timmins

- (a) The Employer shall contribute towards the premium coverage of participating eligible nurses in the active employ of the Employer under the insurance plans set out below, subject to their respective terms and conditions including any enrolment requirements:
  - i) The Employer agrees to pay one hundred percent (100%) of the billed premium towards coverage of eligible nurses in the active employ of the Employer for a group life insurance plan as provided under the VON Canada Flex Group Benefits Plan.
  - 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.
  - iii) The Employer agrees to contribute fifty percent (50%) of the billed premium towards coverage of eligible nurses in the active employ of the Employer under the Extended Health Care Plan as provided by the VON Canada Flex Group Benefits Plan.
  - iv) The Employer agrees to contribute fifty (50%) of the billed premium towards coverage of eligible nurses in the active employ of the Employer under the Dental Plan as provided by the VON Canada Flex Group Benefits Plan.

The Employer may substitute another carrier for any of the foregoing plans provided that the level of benefits conferred thereby are not decreased. The Employer will advise the Union of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.
- (b)
  - i) The Employer shall make available information booklets outlining all of the provisions in the benefit plans defined in Article 20 inclusive. Upon request, the Employer will make the plans available to the Union for inspection.
  - ii) The Employer shall notify the Union of the name(s) of the carrier(s) which provide the benefit plans defined in Article 20. The Employer shall also provide the Union with a copy of all current information booklets provided to the nurses. The Plan set out above shall include family benefits. The benefits are for all nurses.
  - iii) Full-time employees are required to participate in the Long-Term Disability Plan as provided under the VON Canada Flex

Group Benefits Plan, subject to its terms and conditions, on the basis of one hundred percent (100%) employee paid premiums.

- iv) When a nurse is on leave of absence without pay for a period which exceeds thirty (30) continuous calendar days, they will become responsible for full payment of any subsidized employee benefits in which they are entitled to participate during the period of absence. They may arrange with the Employer to prepay the full premium of any applicable subsidized benefits during the leave to ensure their continuing coverage subject to the approval of the carrier.

In the case of unpaid leaves of absence because of pregnancy or parental leave or when a nurse is in receipt of WSIB benefits, the Employer will continue to pay its share of the premium of any subsidized employee benefits for a maximum of fifty-two (52) weeks in the case of pregnancy/parental benefits, unless the nurse indicates in writing that they do not wish to continue their participation in the benefit plans, and for a maximum of one (1) year in the case of WSIB benefits unless the nurse does not pay their share of the premiums.

#### Sarnia-Lambton

- (a) During the term of this Agreement, current benefits apply, subject to 20.03.

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

For clarity, a Nurse who continues to work past the age of sixty-five (65) and who is enrolled in the Employer's benefit plans at age sixty-five (65) will continue to receive all such benefits held prior to the Nurse's 65th birthday.

- i) one hundred percent (100%) of the billed premium toward the coverage of eligible Nurses in the active employ of VON under the Ontario Health Insurance Plan through the Employer Health Tax.

- ii) Life Insurance

- A) one hundred percent (100%) of the billed premium toward coverage of eligible employees in the active employ of the Employer for a group life insurance plan at two times (2X) annual salary and will include

Accidental Death and Dismemberment coverage as provided under the VON Canada Flex Group Benefits Plan.

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

iii) Extended Health

Fifty percent (50%) of the billed premium toward coverage of eligible employees in the active employ of the Employer for an Extended Health Care plan as provided under the VON Canada Flex Group Benefits Plan.

iv) Dental Plan

Fifty percent (50%) of the billed premium toward coverage of eligible employees in the active employ of the Employer for Dental Benefits as provided under the VON Canada Flex Group Benefits Plan.

v) Long-Term Disability

Full-time Nurses are required to participate in the Long-Term Disability Plan as provided under the VON Canada Flex Group Benefits Plan, subject to its terms and conditions on the basis of one hundred percent (100%) Employee paid premiums.

- (b) The employer may substitute another carrier for any of the foregoing plans (other than OHIP) or amend the plan design provided that the level of benefits conferred thereby are not decreased in overall value to the employees, unless mutually agreed to between the Union and the Employer. The Employer will advise the Union of any change in carrier or underwriter or plan amendments at least sixty (60) days prior to implementing such changes.
- (c) 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 Union for inspection.
- (d) Benefit continuation for Employees on pregnancy and parental leave or for those who are in receipt of Worker's Compensation Benefits will be provided in accordance with the provisions of the *Employment Standards Act* or the *Workplace Safety and Insurance Act*.

Thunder Bay and District

- (a) The Employer agrees to contribute, subject to 12.01 (b), towards the insurance premiums for all eligible full-time nurses under the insurance plans set out below as follows:
  - i) One hundred percent (100%) of the billed premium under the Ontario Health Insurance Plan (single or family coverage as applicable).
  - ii) Effective August 1, 1992, fifty-five percent (55%) of the billed premium for a semi-private hospital room coverage and an extended health care plan (ten dollars (\$10.00) single and twenty dollars (\$20.00) family deductible), plan contents attached to and forming part of this Collective Agreement in Schedule 1.
  - iii) Effective August 1, 1992, fifty-five percent (55%) of the billed premium for a dental plan (twenty-five dollars (\$25.00) single and fifty dollars (\$50.00) family deductible), plan contents attached to and forming part of this Collective Agreement in Schedule 1.
- (b) The Group Insurance Plan which includes a Group Life, Accidental Death and Dismemberment and Long-Term Disability Insurance Plan will be as described in Schedule 1, which forms part of this Collective Agreement. The Employer will pay one hundred percent (100%) of the insurance premium of the Group Life and AD&D insurance and the nurse will pay one hundred percent (100%) of the insurance premium for the L.T.D. plan. This Group Insurance Plan covers full-time and regular part-time nurses working in a half-time or greater position.
- (c)
  - i) Contributions in 20.02 for full-time nurses will be made on a pro-rated basis for regular part-time nurses who work in a half-time or greater position.
  - ii) Regular part-time nurses working less than the hours in a half-time or greater position shall receive fourteen percent (14%) of the nurses' regular straight time hourly rate in lieu of all benefits listed in Articles 14.13, 16 [other than 16.06 (b) and (c)], 17 [other than 17.01, 17.03 (a) and (b)], 17.06 and 17.08, 19, 20 [other than 20.04 (b) and (c)], and 21.08 and also in lieu of holiday pay and vacation pay under the *Employment Standards Act*. It is expressly agreed that this additional amount does not form part of the regular straight time hourly rate for purposes of calculating overtime premiums or any other monetary premium under this Agreement.

Regular part-time nurses who participate in the Pension Plan shall have the fourteen percent (14%) in lieu reduced to twelve percent (12%).

- iii) Casual part-time nurses and interim replacement nurses shall receive twelve percent (12%) of the nurses' regular straight time hourly rate in lieu of all benefits listed in Articles 14.13, 16 [other than 16.06 (b) and (c)], 17 [other than 17.01, 17.03 (a) and (b)], 17.06 and 17.08, 19, 20 [other than 20.04 (b) and (c)], and 21.08 and also in lieu of holiday pay and vacation pay under the *Employment Standards Act*. It is expressly agreed that these additional amounts listed in 20.04 (a) and (b) do not form part of the regular straight time hourly rate for purposes of calculating overtime premiums or any other monetary premium under this Agreement.

Casual part-time nurses and interim replacement nurses who participate in the Pension Plan shall have the twelve percent (12%) in lieu reduced to ten percent (10%).

#### Toronto-York/Peel

The following articles set out the pension and benefits provisions for all eligible full-time and part-time employees covered by this Collective Agreement.

- (a) During contract years, the Employer may substitute another carrier for any of the foregoing plans or amend the plan design on the following provisions: consultations occur between the Association and the Employer and that the level of benefits conferred are not decreased overall, unless mutually agreed to between the Association and the Employer. The Employer will advise the Association of any change in carrier or under writer or plan amendments as soon as reasonably possible prior to implementing such changes.

The Employer shall contribute towards the premium coverage of full-time participating eligible nurses, upon successful completion of their probationary period and who are in the active employ of the Employer under the insurance plans set out below subject to their respective terms and conditions.

- i) The Employer agrees to contribute seventy-five (75%) percent of the billed premiums towards coverage of eligible nurses in the active employ of the Employer under the VON Canada National Extended Health Care benefits. The balances of the monthly premiums are paid by the nurse through payroll deductions.

- ii) The Employer agrees to pay one hundred (100%) percent of the billed premium toward coverage of eligible nurses in the active employ of the Employer under the VON Canada National life insurance plan providing two (2) times annual salary.
- iii) The Employer agrees to contribute seventy-five (75%) percent of the billed premiums towards coverage of eligible nurses in the active employ of the Employer under the VON Canada National dental benefits. The balances of the monthly premiums are paid by the nurse through payroll deduction.
- iv)
  - A) Eligible nurses in the active employ of the Employer shall participate in the VON Canada National Long-Term Disability Plan, subject to its terms and conditions, on the basis of one hundred percent (100%) employee paid premiums. The monthly premiums are paid by the nurse through payroll deductions.
  - B) Notwithstanding (d) i) above, all currently employed nurses who, at the date of ratification, were paying fifty percent (50%) of the premiums for Long-Term Disability shall have the option of either paying one hundred percent (100%) of the premiums or continuing to pay fifty percent (50%) of the premiums, with the Employer paying the remaining fifty percent (50%), for as long as they remain employed with the VON Toronto-York Site. All employees hired after the date of ratification will pay one hundred percent (100%) of the premiums.
- v) “Active Employ” excludes absences without pay from the Employer in excess of sixty (60) consecutive calendar days. A nurse on such leave of absence shall be responsible for any benefit plans in which they participate for the period of the absence in excess of sixty (60) consecutive calendar days. The nurse may arrange with the Employer to prepay the premiums during the period of the leave to ensure coverage.
- (b) Part-time employees are eligible to participate in the above plans subject to the plans eligibility requirements. The Employer’s share of the premium contribution shall be the same as provided to full-time nurses.

Part-time and casual nurses who are not normally scheduled to work 3/5<sup>ths</sup> of a week and who are not eligible to participate in the above plans shall be paid eight (8%) percent of their regular straight time hourly rate in lieu of these benefits and sick leave. Such amount shall not be included in the base 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 participate in the pension plan shall have the percentage in lieu reduced by two percent (2%). In addition, part-time and casual nurses who are eligible to participate in the insured benefit plans shall have their percentage in lieu reduced by two percent (2%).

## 20.03 Employment insurance Rebate

### Brant, Haldimand, Norfolk

The Nurses' share of the Employer's Employment Insurance premium reduction will be retained by the Employer offsetting the cost of the benefit improvements contained in this agreement. Upon request of the Union the Employer shall indicate, annually, in writing, how it has allocated the rebate.

### Chatham

The total amount of the annual EI rebate for members will be directed towards the cost of the enhanced benefits.

### North Bay; Perth-Huron; Peterborough, Victoria & Haliburton; Sarnia-Lambton

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

### Toronto/York-Peel

The Nurses' share of the Employer's Employment Insurance premium reduction will be retained by the Employer towards offsetting the cost of the benefit improvements contained in this agreement. Upon request of the Union, the Employer shall provide a report indicating how it has allocated the rebate.

## **ARTICLE 21 – MISCELLANEOUS**

### 21.01 Bulletin Board

The Employer shall provide a bulletin board for the sole use of the Union for the purpose of posting official Union information relating to business affairs, meetings, and social events provided the information does not contain anything that is averse to the interests of the Employer. The Employer shall have the right to remove the posting of any information that it deems to be averse to its interests.

## 21.02 Copies of the Agreement

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 Union and the Employer.

- 21.03 (a) Pay will be deposited biweekly into the employee's bank account by direct deposit. A clarified, itemized statement of all deductions, premiums and changes in increment in electronic format will be 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.
- (b) Any Employer error in excess of \$100.00 on a pay cheque will be paid to the Nurse by making best efforts within two (2) working days but not later than seven (7) days by separate deposit. All other errors will be paid on the next pay cheque.

### Sarnia-Lambton

All property of the VON in the Nurse's possession must be returned on resignation/termination of employment. The cost of equipment or supplies not immediately returned will be deducted from any monies owing to the Nurse or will otherwise be recovered. The Employee is to make an appointment with their Nursing Supervisor or Designate to return and check off all supplies/equipment on their last day of work, or they will be held responsible for all equipment/supply shortages.

## 21.04 Changes to Information

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

## 21.05 Medical Exams

Brant, Haldimand, Norfolk; Chatham-Kent; North Bay; Peterborough, Victoria & Haliburton

Where a medical examination is required to comply with the statute, a Nurse may choose their personal physician.

### Perth-Huron

Where a medical examination is required, a Nurse may choose their personal physician, unless the Employer has a specific objection to the physician selected. The Employer may recommend an alternate care provider.

Porcupine Site – Highway 11 and the City of Timmins

If requested by the Employer, the Site agrees to pay for the physician's fee for any examination it requires where the fee is not payable by the Nurse's Health Insurance Plan.

Sarnia-Lambton

- (a) A Nurse may be required to submit medical information with respect to any period of time they may be absent from their duties due to illness/injury. If a physician's certificate is required, the Employer shall pay any fee for such certificate, which is not payable by the Nurse's health insurance plan.
- (b)
  - i) It is agreed that the Employer will pay the cost of the immunization vaccine against Hepatitis B for those Nurses who choose to be immunized.
  - ii) The Employer agrees to reimburse Nurses the cost of the Hepatovax vaccine where the Nurse so requests and provides a receipt indicating that they have received the vaccine.
  - iii) The costs of any medical examination, re-examination, x-rays or immunization required by the Employer will be borne by the Employer if not covered by the Nurse's insurance. This will include any charge levied for filling out forms required by the Employer.

Toronto/York-Peel

A Nurse may be required to submit a physician's certificate with respect to any period of time they may be absent from their duties on sick leave. If a physician's certificate is required, the Employer shall pay any fee for such certificate, which is not payable by the Nurse's health insurance plan.

21.06

Brant, Norfolk, Haldimand; Peterborough, Victoria & Haliburton

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.

Chatham-Kent; Perth-Huron

The costs of any medical examination, re-examination tests, x-rays or immunization required by the Employer will be borne by the Employer if not covered by the Nurse's insurance. This will include any charge levied for filling out forms required by the Employer.

Porcupine Site – Highway 11 and the City of Timmins

The employee will provide a medical certificate upon return to work when they have been absent from work due to illness for three (3) or more consecutive days. The Employer will bear the costs associated with such requests.

It is understood that any such certificate is only required to state that the Nurse was attended to by the medical practitioner and whether and when they are fit to work.

Sarnia-Lambton

Where a medical examination is required, a Nurse may choose their personal physician. In the event of a dispute/concern by the Employer and an independent medical assessment/examination is required by the Employer, such costs will be covered by the Employer.

Note: This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

Thunder Bay and District

A Nurse may be required to submit a physician's certificate with respect to any period of time they may be absent from their duties on sick leave. If a physician's certificate is required by the Employer, the Employer shall pay any fee for such certificate, which is not payable by the Nurse's Health Insurance Plan.

21.07 Changes in Policies

Prior to effecting any changes in the Employer's policies or practices, which would affect Nurses covered by this agreement, the Employer shall first discuss such proposed changes at the Labour Management Meeting.

21.08 Immunizations/Influenza

Brant, Haldimand, Norfolk

- (a) It is agreed that the Employer will pay the cost of the immunization vaccine against influenza for those Nurses who choose to be immunized.
- (b) The Employer agrees to provide Nurses with Hepatovax Vaccine where the Nurse so requests, and the Employer agrees to pay the costs of the vaccine.
- (c) The Employer agrees to reimburse Nurses the cost of the Hepatovax Vaccine where the Nurse so requests and provides a receipt indicating that they have received the vaccine.

- (d) The costs of any medical examination, re-examination, x-rays or immunization required by the Employer will be borne by the Employer if not covered by the Nurse's insurance. This will include any charge levied for filling out forms required by the Employer.

#### Chatham-Kent

The costs of any medical examination, re-examination tests, x-rays or immunization required by the Employer will be borne by the Employer if not covered by the Nurse's insurance. This will include any charge levied for filling out forms required by the Employer.

#### North Bay

It is agreed that the Employer will pay the cost of the immunization vaccine against Hepatitis B for those Nurses who choose to be immunized.

#### Thunder Bay and District

The costs of any medical examination, re-examination, tests or X-rays required by the Employer will be borne by the Employer if not covered by the Nurse's insurance. This will include any charge levied for filling out forms required by the Employer.

The Employer shall also provide for the Nurses immunization injections and gamma globulin injections.

### 21.09 Upon Termination Letter of Employment

Upon request, within two (2) weeks following a Nurse's termination of employment, the Employer will endeavour to provide the employee with a letter detailing years of experience in the employment agency. In the case of part-time employees, such experience shall be expressed in hours worked. If the employee so requests, the Employer will expedite the preparation of the letter.

### 21.10 Perth Huron – Fax Machines

The Employer will provide paper for employee's home fax machines, from the office supply. Toner cartridges will be stocked and supplied when possible. If not available, the employee will be reimbursed for toner costs upon submission of proof of purchase.

Employees hired after January 1, 2009 will receive a fax machine that will remain the property of the Employer.

All machines and supplies provided by the Employer are to be used for the business of the Employer only.

21.11 Brant, Haldimand, Norfolk; Perth-Huron

Should the Employer require existing employees to obtain a Criminal Reference Check, the Employer shall bear full payment of any associated costs.

21.12 Moving from one Site to another Site

Chatham-Kent

A Nurse who is hired by the VON Chatham-Kent Site within six months of leaving the employ of another Site of the Order shall be credited with their years of service with the other site for vacation entitlement and placement on the wage grid.

Perth-Huron

A Nurse who is hired by the VON Perth-Huron Site within six months of leaving the employ of another Site of the Order shall be credited with their years of service with the other site for vacation entitlement and placement on the wage grid.

21.13 North Bay – Cell Phones

Where visiting Nurses are provided with appropriate hand-held electronic communications devices for work purposes, it is understood that the Employee will not be required to utilize personal communication devices for business purposes. The Employer agrees that the Nurse is not responsible to answer any electronic mail or calls during scheduled time off.

21.14 Toronto/York-Peel – Registration

Nurses may be required to present their current certificate of registration or verification that fees have been paid by January 15 of each year.

21.15 Toronto/York-Peel

All Nurses shall be required to wear professional attire including VON identification while on duty.

## **ARTICLE 22 – OVERTIME AND PREMIUM PAYMENTS**

22.01 Brant, Haldimand, Norfolk

- (a) All time worked in excess of seven and one-half (7½) hour per day shall be considered overtime and shall be authorized by the Supervisor prior to working such overtime. Overtime shall be subject to the following conditions:

- (b) Where a nurse works in excess of seven and one-half (7½) hours per tour this shall be considered overtime subject to premium payment.
- (c) Where a nurse works overtime as set out above, the nurse shall be paid one and one-half (1½) times the nurse's regular straight time hourly rate for the overtime worked. Overtime premium shall not be pyramided with any other premiums.
- (d) A Nurse shall be paid double their regular straight time hourly rate for all hours worked in excess of seven and one-half (7½) hours on any tour for which they receive time and one-half (1½) their regular straight time hourly rate.
- (e) Should a full-time nurse be called in on a scheduled day off they shall be paid at time and one-half their regular straight time hourly rate.

#### Chatham-Kent

- (a) All time worked in excess of a seventy-five (75) hour fortnight shall be considered overtime. Overtime shall be subject to the following conditions:
  - i) Any work assigned by the Employer to a part-time Nurse in excess of seven and one-half (7½) hours or four-hundred fifty (450) minutes or thirty (30) units 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 workday according to client/caseload needs, Nurses may choose to work longer than seven and one-half (7½) hours or four-hundred fifty (450) minutes or thirty (30) units per tour. Such choice shall not be considered overtime.
  - iii) Time up to and including fifteen (15) minutes shall not be counted.
  - iv) All overtime hours shall be pre or post-authorized by the Nurses' immediate Supervisor or their designate. Nurses will request pre-authorized overtime where feasible. In addition, where feasible, the Employer may reschedule some of the day's caseload to other Nurses or to other days so as to avoid overtime.
- (b) Where a Nurse works overtime as set out above, the Nurse shall be paid one and one-half (1½) times the Nurse's regular straight time hourly rate for the overtime worked. Overtime premium shall not be duplicated for the same hours worked, nor shall overtime be pyramided with any other premiums payable.

Durham

All time worked in excess of a ten (10) day, 75-hour fortnight averaged over a two (2) week period or 7½ hours a day, shall be considered as overtime subject to the following conditions:

- (a) The Nurse has agreed to accept the overtime.
- (b) The Nurse is pre-authorized by their supervisor to work overtime.
- (c) Time up to and including fifteen (15) minutes shall not be counted.
- (d) Time in excess of fifteen (15) minutes shall be counted as total time worked in fifteen (15) minute intervals.
- (e) A Nurse who works overtime for work assigned to them by the Employer shall receive payment at the rate of 1½ times.

North Bay

- (a) All time worked in excess of seven and one-half (7.5) hours in a day or seventy-five (75) hours in a two (2) week period shall be considered overtime.

Overtime shall be subject to the following conditions:

- i) Any work assigned by the Employer to a part-time Nurse in excess of seven and one-half (7½) hours or four-hundred fifty (450) minutes will be considered overtime subject to premium payment.
- ii) Notwithstanding the above, given the ability to flex start and finish times and length of workday according to client/caseload needs, Nurses may choose to work longer than seven and one-half (7½) hours or four-hundred fifty (450) minutes. 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 one and one-half (1½) times the Nurse's regular straight time hourly rate for the overtime worked, Overtime premium shall not be duplicated for the same hours worked, nor shall overtime be pyramided with any other premiums payable.

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



Perth-Huron

All time worked in excess of seven and one-half (7½) hours per day or seventy-five (75) hours biweekly shall be considered overtime and shall be authorized by the Supervisor prior to working such overtime.

Overtime shall be subject to the following conditions:

- (a) Where a Nurse works in excess of seven and one-half (7 ½) hours per tour or seventy-five (75) hours biweekly, this shall be considered overtime subject to premium payment.
- (b)
  - i) Notwithstanding the above and in accordance with 14.01, Nurses may choose to work longer than seven and one-half (7½) hours per tour. Such choice shall not be considered overtime.
  - ii) Time up to and including fifteen (15) minutes shall not be counted.
- (c) Where a Nurse works overtime as set out above, the Nurse shall be paid one and one-half (1½) times the Nurse's regular straight time hourly rate for the overtime worked. Overtime premium shall not be pyramided with any other premiums.

Peterborough, Victoria & Haliburton

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 workday 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 one and one-half (1½) times the Nurse's straight time hourly rate for the overtime worked, Overtime premium shall not be

duplicated for the same hours worked, nor shall overtime be pyramided with any other premiums payable.

Porcupine Site – Highway 11 and the City of Timmins

- (a) A nurse will not be scheduled or required to work in excess of normally scheduled hours or days without their consent. Premium payment shall be paid as follows:
  - i) Work in excess of seven and one-half (7.5) hours in a standard day or seventy-five (75) hours biweekly shall be compensated at the rate of time and one-half (1½) of the nurse's regular straight time hourly rate.
  - ii) The nurse is pre-authorized by their supervisor to work overtime.
  - iii) Time up to and including fifteen minutes shall not be counted.
  - iv) Time in excess of fifteen minutes shall be counted as total time worked.
  - vi) Nurses shall not claim any overtime as a result of missing paid rest periods.
  - vi) Where a nurse works overtime as set out above, the nurse shall be paid one and one-half times the nurse's regular straight time hourly rate for the overtime worked. Overtime premium shall not be duplicated for the same hours worked, nor shall overtime be pyramided with any other premiums payable.
- (b) When a nurse calls for authorization of overtime, the Supervisor or designate will approve or deny the request at the time of the call.
- (c) Notwithstanding 22.01 a nurse may, with the approval of their manager, flex the start time and length of tour, provided the needs of the caseload are met and the hours worked do not exceed the normal hours of work in a two (2) week period. Such daily flexing of length of tour shall not result in any overtime payment or compensatory time accumulation.

Sarnia-Lambton

- (a) All time worked in excess of a seventy-five (75) hour fortnight shall be considered overtime. Overtime shall be subject to the following conditions:

- i) Any work assigned by the Employer to a Nurse in excess of seven and one-half (7½) hours, will be considered overtime subject to premium payment.
  - ii) Notwithstanding the above and in accordance with 14.01, Nurses may choose to work longer than seven and one-half (7½) hours. 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 one and one-half (1½) times the Nurse's regular straight time hourly rate for the overtime worked. Overtime premium shall not be duplicated for the same hours worked, nor shall overtime be pyramided with any other premiums payable.

All overtime hours may be pre- or post-authorized by the Nurses' immediate Supervisor or their Designate. Nurses will request pre-authorized overtime where feasible. In addition, where feasible, the Employer may reschedule some of the day's caseload to other Nurses or to other days so as to avoid overtime.

#### Thunder Bay and District

- (a) If a nurse is required and authorized to work in excess of seven and one-half (7 1/2) hours per day or seventy-five (75) hours averaged over a two (2) week period, they shall receive overtime pay at one and one-half (1 1/2) times the regular straight time hourly rate for such overtime hours worked.
- (b) Overtime premium will not be duplicated for the same hours worked in excess of the normal daily hours or in excess of the normal bi-weekly hours outlined in 14.01 nor will it be pyramided with any other premium payable under this Agreement, subject to 14.05
- (c) Where a full-time nurse or a regular part-time nurse is required to work on a paid holiday or on their scheduled day off and they are required to work additional hours following their full shift on that day, they shall receive two (2) times their regular straight time hourly rate for such additional hours worked.

#### Toronto/York-Peel

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

- i) The Nurse has agreed to accept the overtime assignment. No overtime will be added to the Nurse's shift without first speaking to the Nurse and getting their consent.
  - ii) The Nurse is authorized by their manager or designate to work overtime,
  - iii) The Nurse who works overtime shall receive payment at the rate of time and one-half (1.5). Time up to and including fifteen (15) minutes shall not be counted.
  - iv) Casual Nurses who are assigned work in excess of seven and one-half (7.5) hours a day shall receive overtime compensation in accordance with the above conditions. Such compensation will be in the form of payment only.
- (b)
- i) A Nurse who reports to work as scheduled, unless otherwise notified by the Employer, shall receive a minimum of four (4) hours' pay at their regular straight time hourly rate. If their regular duties are not available, such Nurse shall be required to perform any nursing duties assigned by the Employer.
  - ii) Where less than sixteen (16) hours' notice is given to a Nurse that they are cancelled, the Employer will pay such Nurse four (4) hours' pay at their regular straight time hourly rate.

22.02 Chatham-Kent

A Nurse shall be paid double their regular straight time hourly rate for all hours worked in excess of seven and one-half (7½) hours on any tour for which they receive time and one-half (1½) their regular straight time hourly rate.

22.03 Call-in/Call-back

Chatham-Kent

- (a) A Nurse on Standby who is called into work from standby shall be granted payment or compensating time off with a minimum entitlement of two (2) hours at straight time in addition to standby pay.
- (b) Nurses who are not on Standby, but who are called back to work after completion of their shift shall receive for all time worked during such visits, payment or compensating time off at the rate of time and one-half (1½) with a minimum entitlement of two (2) hours at straight time.
- (c) The parties agree that business is commenced as it relates to telephone calls during standby as follows:

- i) The Employer will pay for all time spent on telephone calls by a Nurse on standby that requires documentation of service, actions taken, and advice given which exceeds forty-five (45) minutes accumulated on any shift, at the Nurse's straight time hourly rate.
- ii) Such telephone calls will not be considered call-in or call-back nor be used to calculate hours of work earned toward overtime in the day/pay-period.
- iii) The parties agree that a Nurse shall not initiate telephone calls with clients during standby duty where such telephone calls can be made outside standby duty without compromising patient care.

### North Bay

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

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

### Perth-Huron

- (a) A Nurse shall receive payment of two dollars and fifty cents (\$2.50) for each hour when they are on standby/on-call.
- (b) A Nurse who is called into work from on-call shall receive compensating time at the rate of time and one-half (1½) for all hours worked with a minimum guarantee of the equivalent of three (3) hours' pay at the straight time in addition on-call pay.

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

- (c) A Nurse who is not assigned to be on-call and who has completed their regularly scheduled tour and is called back to work shall receive time and half (1½) their regular straight time hourly rate for all hours worked with a minimum guarantee of the equivalent of three (3) hours' pay at straight time. Such payment is to be calculated from the time the Nurse leaves their residence or location where call was received, until the time they return from their assignment.

- (d) The parties agree that business is commenced as it relates to telephone calls during standby as follows:
- i) The Employer will pay for all time spent on telephone calls by a Nurse on on-call at the Nurse's straight time hourly rate.
  - ii) Such telephone calls will not be considered call-in or call-back nor be used to calculate hours of work earned toward overtime in the day/pay-period.
  - iii) The parties agree that a Nurse shall not initiate telephone calls with clients during standby duty where such telephone calls can be made outside standby duty without compromising patient care.

Peterborough, Victoria & Haliburton

An employee who has arrived at their residence following the completion of their regular tour or where a Nurse is called in from standby and is required to report back to work before commencement of their next scheduled tour shall be paid time and one-half (1½) their 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.

Sarnia-Lambton

- (a) A Nurse who has arrived at their residence following the completion of their regular shift and is required to report back to work before the commencement of their next scheduled tour, shall be paid time and one-half (1½x) their regular hourly rate of pay. Such payment to be calculated from the time they leave their residence until the time they return from the assignment.

Full-time and part-time Nurses assigned to evening visits following completion of their tour shall receive pay at time and one-half (1½x) for all time worked during such visits.

- (b) The parties hereby agree that business is commenced as it relates to telephone calls to clients as follows:
- i) The Employer will pay for all time spent on telephone calls by a Nurse on standby that requires documentation of service, actions taken, and advice given which exceeds fifteen (15) minutes accumulated on any shift, at the Nurses' straight time hourly rate.
  - ii) Such telephone calls will not be considered call-in/callback nor be used to calculate hours of work earned toward overtime in the day/pay period.

### Thunder Bay and District

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

#### 22.04 (a) Standby/On Call

Standby and/or on-call will be equitably distributed among all nursing staff.

#### Brant, Haldimand, Norfolk

- i) A Nurse shall receive payment of three dollars and fifty cents (\$3.50) for each hour when they are on standby/on-call.
- ii) A Nurse who is called into work from standby shall receive compensating time at the rate of time and one-half (1½) for all hours worked with a minimum guarantee of three (3) hours' pay at the straight time. This is in addition to standby pay.

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

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

A Nurse who is not assigned to standby or evening visits and who has completed their regularly scheduled tour and is called back to work shall receive time and half (1½) their regular straight time hourly rate for all hours worked with a minimum guarantee of three (3) hours' pay at straight time.

#### Chatham-Kent

Where a Nurse is assigned to be on standby or on call outside of their regularly scheduled working hours, they shall receive on call pay in the amount of two dollars and ten cents (\$2.10) per hour for the period of on call scheduled by the Employer.

### Durham

Where a Nurse is assigned to be on call outside their regularly scheduled working hours, they shall receive on call pay in the amount of \$2.25 per hour for the period of on call scheduled by the Employer.

### North Bay

- i) Where a Nurse is assigned to be on standby or on call outside of their regularly scheduled working hours, they shall receive on call pay in the amount of three dollars and fifty cents (\$3.50) per hour for the period.
- ii) When a Nurse is assigned standby and receives a telephone call that requires telephone consultation and does not require the Nurse to attend to a patient, the Nurse shall be paid their regular straight time hourly rate for the duration of any call exceeding fifteen (15) minutes, including the completion of related paperwork. Such telephone consultation will not be considered call-back nor be used to calculate hours of work earned toward overtime in the day/pay period.

### Peterborough, Victoria & Haliburton

No more than one (1) Nurse will be scheduled Standby/On-Call at a time.

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.

- i) A Nurse shall be paid two dollars and ten cents (\$2.10) for each hour they are assigned to standby/on-call.
- ii) 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 full-time 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.
- iii) No more than one (1) Nurse will be scheduled Standby/On-Call at a time.



- iv) A Nurse who has arrived at their residence following the completion of their regular shift and is required to report back to work before commencement of their 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 guaranteed minimum will not apply. In such cases, they will receive the overtime rate for actual hours worked up to the commencement of their regular shift to absorb such overtime.
- v) A Nurse on standby who is required to do telephone assessments and documentation from their home shall receive payment at their 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) hour's 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.

#### Sarnia-Lambton

Where a Nurse is assigned to be on call outside of their regularly scheduled working hours, they shall receive on call pay in the amount of two dollars and fifty cents (\$2.50) per hour for the period of on call scheduled by the Employer.

Nurses who have on-call responsibility associated with the palliative care team will receive on-call pay of three dollars and thirty cents (\$3.30) per hour for the period of on-call scheduled by the Employer.

#### Thunder Bay and District

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

### Toronto/York-Peel

Where standby is required, Nurses will not be scheduled for more than one weekend in a six (6) week period, where operationally feasible.

Nurses will cover their area and the adjoining area. These areas to be determined by the parties at Labour Management. Nurses will be scheduled on a rotational basis and will not be scheduled on their vacation time.

- i) Where a Nurse is assigned to be on standby, they shall be paid a standby rate of two dollars and ten cents (\$2.10) for each hour of standby.
- ii) A Nurse who is called into work from standby shall receive time and one-half (1.5) their regular straight time hourly rate for all hours worked with a minimum guarantee of four (4) hours' pay at regular rate.
- iii) A Nurse on overnight on-call who is required to do telephone assessments and documentation from their home shall receive payment at their 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) hour's 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. Nurses must document the telephone services provided and submit this documentation to the appropriate Manager as per operating procedures.
- iv) Where a Nurse on standby who works both days of a weekend, they will be granted on request up to two (2) days LOA without pay during the following week.
- v) The hours of overnight on-call/standby are as follows:
 

Overnight on-call	Nights (Monday to Sunday)	2300-0700
Standby	Weekends and Statutory Holidays	0700-2100
- vi) Overnight on-call Nurses during the hours of 2300 – 0700 must be available to provide telephone support to clients but are not normally expected to be called back to work, except in emergency situations.
- vii) Standby Nurses during the hours 0700 – 2100 on the weekend and statutory holidays must be available for

potential call-back. Standby Nurses for weekends, and statutory holidays that fall on a Friday or Monday, will be scheduled to cover the whole weekend (except Christmas and New Year's).

Nurses on overnight on-call/standby will cover their primary area and where applicable the adjoining area. These areas to be determined by the parties at Labour Management.

- viii) Nurses on overnight on-call will not be scheduled on their days off or vacation without the consent of the Nurse.
- ix) When scheduling Nurses to be on overnight on-call, they shall be assigned equitably, where operationally feasible.
- x) Where standby is required, Nurses will not be scheduled for more than one weekend in a six (6) week period, where operationally feasible.

Nurses will cover their area and the adjoining area. These areas to be determined by the parties at Labour Management. Nurses will be scheduled on a rotational basis and will not be scheduled on their vacation time.

- (b) Nurses on on-call will not be scheduled on their days off or vacation without the consent of the Nurse.

## 22.05

### Shift Premium

#### Brant, Haldimand, Norfolk

When a Nurse is assigned to work on the evening or night tours, they shall be paid a premium of two dollars (\$2.00) per hour for all hours worked where the majority of the hours worked fall between 1630 hours and 0800 hours.

#### Chatham-Kent

When a Nurse is assigned to work on the evening or night tours, they shall be paid a premium of seventy cents (70¢) per hour for all hours worked where the majority of the hours worked fall between 1530 hours and 2330 hours.

#### Durham

A Nurse shall be paid \$1.00 for all hours worked on the evening or night shifts between 1600 hours and 0800 hours. The shift premium will not be payable for hours where the Nurse is being paid at a premium rate, nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement.

North Bay

Where a Nurse is assigned to work on the evening or night tours, they shall be paid a premium for all hours worked where the majority of the hours worked fall between 1630 hours and 0800 hours of one dollar (\$1.00) per hour.

Peterborough, Victoria & Haliburton

Where a Nurse is assigned to work on the evening or night tours, they 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.

Porcupine Site – Highway 11 and the City of Timmins

A shift premium of fifty-five cents (55¢) per hour will be paid for all hours worked on the evening shift and seventy-five (75¢) for all hours worked on the night shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift.

Sarnia-Lambton

Where a Nurse is assigned to work on the evening tour, they shall be paid a shift premium of one dollar (\$1.00) per hour for all hours worked on this shift.

The shift premium is not payable for hours for which the Nurse is being paid at an overtime rate, nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement. If two (2) or more premiums are applicable to the same hours, only the highest premium will be paid.

Thunder Bay and District

A nurse shall be paid a shift premium of seventy-five cents (\$0.75) per hour for all hours worked on an evening shift between 1600 hours and 2400 hours.

Toronto/York-Peel

A Nurse shall be paid a shift premium of seventy-five cents (75¢) for all hours worked after 4:00 p.m. The shift premium will not be payable for hours where the Nurse is being paid at an overtime rate, nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement.

## 22.06

Weekend PremiumBrant, Haldimand, Norfolk

When a Nurse is assigned to work between 2400 hours Friday and 2400 hours Sunday, they shall be paid a premium of two dollars (\$2.00) per hour. The weekend premium is not payable for hours for which the Nurse is being paid at a premium rate.

Chatham-Kent

Where a Nurse is assigned to work on a weekend, they shall be paid a premium for all hours worked between 2400 hours Friday and 2400 hours Sunday.

The weekend premium will be seventy-five cents (75¢) per hour.

The weekend premium is not payable for hours for which the Nurse is being paid at a premium rate, nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement.

Durham

A Nurse shall be paid a weekend premium of \$1.00 per hour for all hours worked between 2400 hours Friday and 2400 hours Sunday. The shift premium will not be payable for hours where the Nurse is being paid at a premium rate, nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement.

North Bay

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

Perth-Huron

When a Nurse is assigned to work between 1630 hours Friday and 0800 hours Monday, they shall be paid a premium of one dollar (\$1.00) per hour. The weekend premium is not payable for hours for which the Nurse is being paid at a premium rate.

Peterborough, Victoria & Haliburton

Where a Nurse is assigned to work on a weekend, they 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.

Porcupine Site – Highway 11 and the City of Timmins

A Nurse shall be paid a weekend premium of fifty-five cents (55¢) per hour for each hour worked between 1630 hours Friday and 0800 hours Monday.

Weekend and shift premium is not payable for hours for which the Nurse is being paid at a premium rate, nor shall there be any pyramiding with respect to any other premiums payable under the provisions of the Collective Agreement. If two (2) or more premiums apply to the same hours, the higher premium will be paid.

Sarnia-Lambton

Where a Nurse is assigned to work on a weekend, they shall be paid a premium of one dollar (\$1.00) per hour for all hours worked between 2400 hours Friday and 2400 hours Sunday.

The weekend premium is payable for all hours worked on a weekend, including hours paid at an overtime rate. If two (2) or more premiums are applicable to the same hours, only the highest premium will be paid.

Thunder Bay and District

A nurse shall be paid a weekend premium of seventy-five cents (\$0.75) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday.

Toronto/York-Peel

A Nurse shall be paid a weekend premium of seventy-five cents (75¢) for all hours worked on a weekend between 2400 hours Friday and 2400 hours Sunday. The weekend premium will not be payable for hours where the Nurse is being paid at an overtime rate, nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement.

22.07

Responsibility Pay

Brant, Haldimand, Norfolk

Whenever a Nurse is temporarily assigned by the Employer to replace a Supervisor for a period of one (1) day or longer, they shall be paid an allowance of ten (10) dollars (\$10.00) per day in addition to their regular salary.

Chatham-Kent

Whenever a Nurse is designated to be "in-charge", they shall be paid a responsibility allowance of sixty cents (60¢) per hour for all hours worked while so designated.

Durham

A Nurse who is designated to be in charge in the absence of a Nursing Supervisor shall be paid \$1.00 per hour for each hour so worked in addition to their regular rate of pay.

North Bay

A Nurse required to act as Added Responsibility Nurse will receive sixty cents (60¢) per hour premium pay during the period 0800 hours to 1630 hours on weekends and paid holidays.

Perth-Huron

Where the Employer assigns a Nurse to temporarily carry out the assigned responsibilities of a higher classification (whether or not such classification is included in the bargaining unit) for a period of one hour or more, at times when the incumbent in any such classification would otherwise be working, the Nurse shall be paid a premium of one dollar (\$1.00) per hour for such duty in addition to their regular salary.

Peterborough, Victoria & Haliburton

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

Porcupine Site – Highway 11 and the City of Timmins

A Nurse who is designated to temporarily relieve the Nurse Manager shall be paid one dollar and seventy-five cents (\$1.75) per hour for each hour so worked in addition to their regular rate of pay.

Sarnia-Lambton

Nurses scheduled "in charge" on weekends shall be paid an additional sixty cents (60¢) per hour.

Thunder Bay and District

- (a) Whenever a nurse is temporarily assigned by the Employer to replace a Manager or a nurse in a higher rated classification for a period of one (1) day or longer, they shall be paid six dollars and fifty cents (\$6.50) per day in addition to their regular salary.

- (b) Whenever a nurse is designated "in charge" or some similar designation on the weekend, they shall be paid a responsibility allowance of forty cents (\$0.40) while so designated. Effective March 15, 1992, increase the amount to fifty-five cents (\$0.55) per hour.

Toronto/York-Peel

Where a Nurse is temporarily assigned to carry out the responsibilities of a manager for a period of one (1) full tour or more, at times when the manager would otherwise be working, they shall be paid a responsibility premium of one dollar (\$1.00) per hour for such duty in addition to their regular salary.

22.08

Reporting Pay

Brant, Haldimand, Norfolk

A part-time Nurse who reports for work according to a normal tour of work as assigned on the posted work schedule shall, unless otherwise notified of cancellation of work by the Employer, receive a minimum of four (4) hours' pay at their regular straight time hourly rate of pay if their regular duties are not available.

Chatham-Kent; North Bay; Perth-Huron; Sarnia-Lambton

A Nurse who reports for work according to a normal tour as assigned on the posted work schedule shall unless otherwise notified by the Employer, receive a minimum of three (3) hours pay at their regular straight time hourly rate of pay if their regular duties are not available. Such Nurse shall be required to perform any nursing duties as assigned by the Employer.

Peterborough, Victoria & Haliburton

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 their regular straight time hourly rate of pay if their regular duties are not available. Such Nurse shall be required to perform any nursing duties as assigned by the Employer.

22.09

Brant, Haldimand, Norfolk – Team Leader Pay

A Nurse who fulfils the role of Team Leader shall receive one (1) hour per week of office time pay in addition to regular caseload management office time.

22.10

Chatham-Kent – Mentorship Pay for the New Graduate Supernumerary Program

As per the Letter of Understanding regarding the Government New Graduate Program, the Employer agrees to pay a mentorship premium of



(60¢) cents per hour for any member who assists the New Graduate while in the supernumerary position.

22.11 Chatham-Kent

All overtime and premium payments will be applicable to permanent part-time Nurses.

**ARTICLE 23 – TRANSPORTATION ALLOWANCE**

23.01 Brant, Haldimand, Norfolk

- (a) The parties agree to a reimbursement amount for transportation to forty-five cents/kilometer (45¢).
- (b) Where a Nurse is reassigned to another office on a temporary basis and such reassignment results in a Nurse having to travel a greater distance than to and from their normal office, they shall be paid the car allowance for the additional kilometres they are required to travel.

Chatham-Kent

The kilometre rate will be the VON Corporate Rate (not less than \$0.42).

Mileage counts will begin on:

- (a) Arrival at the first client, or
- (b) Arrival at the office, or
- (c) After driving fifteen (15) kilometres from the Nurse's home, if working out of town.

Mileage clocking ends at:

- (a) Last visit, or
- (b) Office, or
- (c) Fifteen (15) kilometres from the Nurse's home, if working out of town.

Durham

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

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

### North Bay

- (a) Nurses who are required to use their own vehicle shall be paid the VON Corporate Rate forty-two (not less than 42¢) per kilometre.
- (b) The Employer will pay the cost of any towing for accidents, which occur while the employee is on VON business.
- (c) Mileage will be paid on the following basis:
  - i) At the beginning of a tour, the starting point for payment is the home of the first client of the day or the VON office if the Nurse is required to report to the office. If an employee is required to travel in excess of twenty (20) kilometres to service, the first client of the day they will be paid for any kilometres in excess of twenty (20) kilometres from the Nurse's home to the first client. However, if an employee chooses to live in an area outside of the area in which they are normally assigned to work, the starting point for kilometre reimbursement will be the home of the first client of the day.
  - ii) At the end of the tour, the ending point for payment is the home of the last client of the day or the VON office if the Nurse is required to report to the office. If an employee is required to travel in excess of twenty (20) kilometres to return home from the last client of the day, they shall be paid for any kilometres in excess of twenty (20) kilometres from the client's home to the Nurse's home. However, if an employee chooses to live in an area outside of the area in which they are normally assigned to work, the ending point for kilometre reimbursement will be the home of the last client of the day.

All Nurses shall co-operate with the Employer by providing details about such travel.

### Perth-Huron

The kilometre rate will be the VON Corporate Rate (not less than forty-two cents 42¢). Mileage will be paid for all kilometres driven by a Nurse as follows.

- (a) Mileage counts will begin on:
  - i) Arrival at the first client, or
  - ii) Arrival at the office
- (b) Mileage counts end at:
  - i) Last visit, or
  - ii) Office

- (c) Where the Nurse makes a visit to a single patient while on on-call, kilometrage shall be paid from the Nurse's home to the visit site and return to the Nurse's home.
- (d) Where a Nurse is reassigned to another office on a temporary basis and such reassignment results in a Nurse having to travel a greater distance than to and from their normal office, they shall be paid the travel allowance for the additional kilometres they are required to travel.

#### Peterborough, Victoria & Haliburton

- (a) The VON Corporate Kilometre Rate (not less than forty-two [42¢]) will be paid to an employee who is required to use their personal vehicle in the performance of their 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.

#### Porcupine Site – Highway 11 and the City of Timmins

- (a) The Employer will pay for the rental of a car and all other reasonable related expenses, i.e., gas receipts, insurance, drop-off charges, for business purposes when the employee's own car is under repair and the destination is not readily accessible by public transportation nor convenient in terms of time. This will apply to a maximum of one (1) occurrence per year upon approval of the Executive Director.
- (b) The Employer agrees to provide paid parking to all Nurses who are required to pay for parking in the performance of their duties outside the Site Office.
- (c) All Nurses will receive a rate of forty-two cents (42¢) per kilometre for each kilometre driven on VON business, or the VON Corporate kilometre rate, whichever is higher. Payment for kilometres starts and ends from the first and last client visit. If the first or last visit is out of town, payment starts and ends at the VON Office.

#### Sarnia-Lambton

As a condition of employment, all visiting Nurses must have a car at their disposal.

The kilometre rate will be the VON Corporate Rate (not less than forty-two cents [42¢]).

Kilometrage shall be measured from the first patient visit or the VON office or 15 km from the Nurse's residence and to the last patient visit, VON office or 15 km from the Nurse's residence. Where the Nurse makes a visit to a single patient while on standby, kilometrage shall be measured from the Nurse's home to the patient's home and return to the Nurse's home. If the Nurse lives outside the County of Lambton, any counting of kilometres will begin and end at the geographical border of the County.

#### Thunder Bay and District

Nurses will be required, as a condition of employment, to provide their own vehicle and will be paid a mileage allowance rate which will be the VON corporate rate but no less than forty-two cents (\$0.42) per kilometre.

Work mileage for payment will be calculated as follows:

- (a) If the nurse travels from home to their first visit, mileage will be counted for any distance in excess of the distance from the nurse's residence to the office and the time spent driving the excess distance shall be considered time worked.
- (b) If the nurse ends their day at the office, no mileage will be recorded for the trip from the office to the nurse's home.
- (c) If the nurse travels from their last visit to their home at the end of their day, mileage in excess of the distance from the nurse's residence to the office will be counted for payment of mileage and the time spent driving the excess distance shall be considered time worked.
- (d) Mileage claims must be submitted daily with the Report of Service and shall be paid bi-weekly.
- (e) The nurse will provide proof of one million dollars (\$1,000,000.00) public liability coverage and proof that they have business coverage or that their insurance company knows that they use their car for work and is covered for this.

#### Toronto/York-Peel

- (a) Nurses who use their personal automobile to drive between clients will be paid a kilometric allowance. The kilometric allowance is not payable for travel from the employee's home to the first client or the first clinic or office appointment of the day, or from the last client, clinic or office appointment for the day to the employee's home, unless the first or last client of the day is twenty-five (25) kilometres or further from the employee's home, beyond which the kilometric rate would apply. However, if an employee chooses to live in an area

outside of the area in which they are normally assigned to work, the starting point for kilometre reimbursement will be the home of the first or last client of the day. Nurses who return to work after their regular tour of duty or are called out from standby between the hours of 2300 – 0700 will receive the kilometric allowance for all travel from the employee's home and return.

The kilometric rate will be the VON corporate rate but no less than forty-two cents (42¢) per kilometre.

- (b) Reimbursement for the kilometric allowance shall be paid to the Nurse on the next pay period following the date the Nurse has submitted their approved expense report to the Employer. The expense report must be approved by the Supervisor. The Employer will provide each Nurse with a form T2200 if they request it.

#### 23.02 Chatham-Kent

Nurses will not be required to drive students or new hires in their cars during any period of preceptorship or orientation.

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

All Nurses shall be compensated for their travel and visit time, mileage and other expenses for any “not seen/not found” clients under the following conditions:

- (a) visit was confirmed with the Nurse the day of visit, and
- (b) The Home and Community Care Support Services will be paying the site for the visit.

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

## 24.04

Previous Experience CreditBrant, Haldimand, Norfolk

For the purposes of initial placement of a newly hired full-time or part-time Nurse on the wage grid, such Nurse shall make a claim in writing for recognition of recent related visiting nursing experience and recent related hospital nursing experience at the time of application for employment. The Nurse shall co-operate with the Employer by providing verification of such previous experience in writing from previous Employers during the probationary period. No credit shall be given where the Nurse has not been actively nursing within the immediately preceding last three years. The Employer shall assess the applicability of the previous experience during the Nurse's probationary period and shall place the Nurse at an appropriate level on the wage grid to be effective upon completion of the probationary period. Such placement shall be on the basis of one increment for each year of community nursing experience and one increment for each two years of hospital nursing experience.

\* All presently employed Nurses will have their grid level reviewed and readjusted if applicable to reflect this language.

Chatham-Kent

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, recent related hospital nursing experience and recent related long-term care nursing experience at the time of application for employment. The Nurse shall cooperate with the Employer by providing verification of such previous experience in writing from previous Employers during the probationary period. No credit shall be given where the Nurse has not been actively nursing within the immediately preceding last three years. The Employer shall assess the applicability of the previous experience during the Nurse's probationary period and shall place the Nurse at an appropriate level on the wage grid to be effective upon completion of the probationary period. Such placement shall be based on one (1) increment for each year of service to the maximum level of the grid.

Durham

For the purposes of initial placement of a newly hired full-time or part-time nurse on the wage grid, such nurse shall make a claim in writing for recognition of recent related visiting nursing experience and recent related hospital nursing experience at the time of application for employment. The nurse shall co-operate with the Employer by providing verification of such previous experience in writing from previous employers during the probationary period. No such review shall be given for the experience of less than six months duration, nor where the nurse has not been actively nursing within the immediately preceding last three years. The Employer

shall assess the applicability of the previous experience during the nurse's probationary period and, where such experience is acceptable, shall place the nurse at the appropriate level on the wage grid to be effective at the date of hire. Such placement shall be on the basis of one increment for each year of related nursing experience or hospital experience.

#### North Bay

For the purposes of initial placement of a newly hired full-time or part-time Nurse on the wage grid, such Nurse shall make a claim in writing for recognition of recent related visiting nursing experience and recent related hospital nursing experience at the time of application for employment. The Nurse shall co-operate with the Employer by providing verification of such previous experience in writing from previous Employers during the probationary period. No credit shall be given where the Nurse has not been actively nursing within the immediately preceding last three (3) years.

The Employer shall assess the applicability of the previous experience during the Nurse's probationary period and shall place the Nurse at an appropriate level on the wage grid to be effective retroactive to the date of hire. Such placement shall be on the basis of one (1) increment for each year of VON nursing experience and one (1) increment for each year of hospital nursing experience to the top of the wage grid.

#### Perth-Huron

For the purposes of initial placement of a newly hired full-time, part-time, or casual Nurse on the wage grid, such Nurse shall make a claim in writing for recognition of recent related nursing experience at the time of application for employment. The Nurse shall co-operate with the Employer by providing verification of such experience in writing from previous Employers during the probationary period. No credit shall be given where the Nurse has not been actively nursing within the immediately preceding last three years. The Employer shall assess the applicability of the previous experience during the Nurse's probationary period and shall place the Nurse at an appropriate level on the wage grid to be effective upon date of hire. Such placement shall be on the basis of one (1) increment for each year of nursing experience and up to the maximum of the salary schedule.

#### Peterborough, Victoria & Haliburton

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.

#### Porcupine Site – Highway 11 and the City of Timmins

A claim for recent related clinical experience, if any, shall be made in writing by the Nurse at the time of hiring. The Nurse shall co-operate with the Employer by providing verification of previous experience so that their recent related clinical experience may be determined and evaluated during their probationary period. Such salary adjustments shall be retroactive to date of hire. Having established the recent related clinical experience, the Employer will credit a new Nurse with one (1) increment level for each one (1) year of related clinical experience up to the maximum level.

#### Sarnia-Lambton

For the purposes of initial placement of a newly hired full-time, part-time, or casual Nurse on the wage grid, such Nurse shall make a claim in writing for recognition of recent related visiting nursing experience and recent related hospital nursing experience at the time of application for employment. No credit shall be given where the Nurse has not been actively nursing within the immediately preceding last three years. The Nurse shall co-operate with the Employer by providing verification of such 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 of nursing experience and up to the maximum of the salary schedule.

#### Toronto/York-Peel

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



24.05 Grid Advancement

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

24.06 New Classifications

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, they have been improperly classified, the Employer shall advise the Union of such new or changed classification and the rate of pay established. If requested, the Employer agrees to meet with the Union to review the appropriate rate of pay, providing any such meeting shall not delay the implementation of the new classification. Where the Union challenges the rate of pay established by the Employer and the matter is not resolved following any meeting with the Union, a grievance may be filed at Step 2 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.

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

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

24.09 Percentage in Lieu

Brant, Haldimand, Norfolk

(a) In lieu of the benefits set out in Article 20, part-time and casual part-time Nurses shall receive a percentage of their regular straight time hourly rate. Such amount shall not be included in the base used for the purpose of calculating any premiums nor shall it be paid on any overtime or premium hours worked.

(b) The following percentages in lieu apply:

In Pension Plan	Not in Pension Plan
6.0%	10.0%

Chatham-Kent

Permanent part-time Nurses will be entitled to eight percent (8%) of their regular straight time hourly earnings each pay period in lieu of the paid holidays, sick leave and pension and group benefits provisions contained in the Collective Agreement.

Permanent part-time Nurses who are eligible for and join the Pension Plan shall have their percentage in lieu reduced by 2%.

Permanent part-time Nurses who are eligible for and join the Employer's benefit plan shall have their percentage in lieu reduced by 2%.

### Durham

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

### North Bay

- (a) In lieu of the benefits set out in Articles 19 and 20, part-time and casual Nurses shall receive eight percent (8%) of their regular straight time hourly rate. Such amount shall not be included in the base used for the purposes of calculating any premiums nor shall it be paid on any overtime or premium hours worked.
- (b) It is understood and agreed that holiday pay is included within the percentage in lieu.
- (c) Part-time and Casual Nurses who participate in the pension plan shall have the percentage in lieu as per Article 24 reduced by three percent (3%). In addition, part-time and casual Nurses who are eligible to participate in the insured benefit plans shall have their percentage in lieu reduced by two and a half percent (2.5%).

### Perth-Huron

In lieu of the benefits set out in Article 20, part-time and casual part-time Nurses shall receive eight percent (8%) of their regular straight time hourly rate. Such amount shall not be included in the base used for the purpose of calculating any premiums nor shall it be paid on any overtime or premium hours worked. Any Nurse that is eligible and elects to join the benefit plan described in Article 20 will have the percentage in lieu decreased by 2%. Any Nurse that is eligible and elects to join the VON Pension Plan as described in Article 20 will have the percentage in lieu decreased by 2%.

### Peterborough, Victoria & Haliburton

In lieu of benefits set out in Articles 16, 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%).

Part-time employees are eligible to participate in the above plans subject to the plan's eligibility requirements. Part-time Nurses who participate in the above plans shall have the percentage in-lieu as set out in Article 24 reduced by 2%.

#### Porcupine Site – Highway 11 and the City of Timmins

In lieu of the benefits set out in Articles 16, 19 and 20 part-time and casual Nurses shall receive an amount equal to ten and one-half (10.5) percent of their 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 participate in the pension plan shall have the percentage in lieu reduced by two percent (2%). In addition, part-time and casual Nurses who are eligible to participate in the insured benefit plans shall have their percentage in lieu reduced by two percent (2%).

#### Sarnia-Lambton

- (a) In lieu of holiday pay, sick leave, pension and insured benefits part-time and casual Nurses shall receive a percentage of their regular straight time hourly rate of 7.5%.
- (b) Part-time and Casual Nurses who participate in the pension plan shall have the percentage in lieu reduced by two percent (2%). In addition, part-time and casual Nurses who participate in the insured benefit plans shall have their percentage in lieu reduced by two percent (2%).

#### Thunder Bay and District

- (a) Regular part-time Nurses working less than the hours in a half-time or greater position shall receive fourteen percent (14%) of the Nurses' regular straight time hourly rate in lieu of all benefits listed in Articles 14.13, 16 [other than 16.06 (b) and (c)], 17 [other than 17.01, 17.03 (a) and (b)], 17.06 and 17.08, 19, 20 [other than 20.04 (b) and (c)], and 21.08 and also in lieu of holiday pay and vacation pay under the *Employment Standards Act*. It is expressly agreed that this additional amount does not form part of the regular straight time hourly rate for purposes of calculating overtime premiums or any other monetary premium under this Agreement.

Regular part-time Nurses who participate in the Pension Plan shall have the fourteen percent (14%) in lieu reduced to twelve percent (12%).

- (b) Casual part-time Nurses and interim replacement Nurses shall receive twelve percent (12%) of the Nurses' regular straight time hourly rate in lieu of all benefits listed in Articles 14.13, 16 [other than 16.06 (b) and (c)], 17 [other than 17.01, 17.03 (a) and (b)], 17.06 and

17.08, 19, 20 [other than 20.04 (b) and (c)], and 21.08 and also in lieu of holiday pay and vacation pay under the *Employment Standards Act*. It is expressly agreed that these additional amounts listed in 20.04 (a) and (b) do not form part of the regular straight time hourly rate for purposes of calculating overtime premiums or any other monetary premium under this Agreement.

Casual part-time Nurses and interim replacement Nurses who participate in the Pension Plan shall have the twelve percent (12%) in lieu reduced to ten percent (10%).

#### Toronto/York-Peel

Part-time employees are eligible to participate in the above plans subject to the plan's eligibility requirements. The Employer's share of the premium contribution shall be the same as provided to full-time Nurses.

Part-time and casual Nurses who are not normally scheduled to work 3/5<sup>ths</sup> of a week and who are not eligible to participate in the above plans shall be paid eight (8%) percent of their regular straight time hourly rate in lieu of these benefits and sick leave. Such amount shall not be included in the base 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 participate in the pension plan shall have the percentage in lieu reduced by two percent (2%). In addition, part-time and casual Nurses who are eligible to participate in the insured benefit plans shall have their percentage in lieu reduced by two percent (2%).

#### 24.10

#### Chatham-Kent

Registered Nurses who are engaged from the non-Bargaining Unit part-time staff for the replacement of full-time Nurses absent due to illness, injury, maternity leave or other approved leave of absence expected to last two (2) or more continuous months will be considered temporary Employee within the ONA Bargaining Unit.

These temporary Employees shall be assigned at the discretion of the Employer and the commencement and/or termination of the engagement shall not be the subject of any grievance.

These temporary Employees will be covered by the Collective Agreement for the duration of their temporary assignment except that the following provisions shall not apply to them:

- Article 10
- Article 16 (until service of one month within the ONA Bargaining Unit)
- Article 17
- Article 18
- Article 19

It is expected that a temporary assignment would last no more than 12 months with the option of renewal for a further 12 months term if agreed between the parties.

In the event that a temporary Employee is engaged beyond the 12 months, or the extended 12-month agreed upon term, then the Employee shall become a full-time Bargaining Unit Employee and their seniority would date back in accordance with Article 10.01 of the Collective Agreement.

The Union shall receive a copy of the contract of engagement between the Employer and the temporary replacement Employee.

#### 24.11 Perth-Huron

A Nurse who is on a scheduled day off and who is asked by their manager or designate and accepts an assignment due to a co-worker's inability to visit a client due to unforeseen circumstances, including but not limited to weather conditions, sick calls, etc., will be paid a minimum of two (2) hours' pay, or the actual time required for travel to and from the visit and completion of the visit, whichever is greater.

### **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 they have cause to believe that they are being asked to perform more work than is consistent with safe, quality patient care. If the issue is not resolved by the immediate Supervisor at the time of occurrence, they may refer the matter in writing to the Labour Management Committee within thirty (30) calendar days. The Co-Chair of the Labour Management Committee shall convene a meeting of the Labour 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. If the matter is not resolved, it may be referred under the Grievance Procedure.

### **ARTICLE 26 – DURATION**

- 26.01 This Agreement shall continue in effect until March 31, 2023 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.

DATED THIS 10<sup>TH</sup> DAY OF SEPTEMBER 2021.

**ON BEHALF OF THE  
ONTARIO NURSES' ASSOCIATION:**

"Vicki McKenna"

"Cathryn Hoy"

"Beverly Mathers"

"Steve Lobsinger"

"Marilynn Dee"

"Patricia Carr"

"Lorna Thompson"

**ON BEHALF OF  
VON CANADA – ONTARIO BRANCH:**

"Melissa Kennedy"

"Sabrina DiManno"

"Signed"

"Lori Cooper"

## **APPENDIX A – RATES OF PAY**

### **Brant, Haldimand, Norfolk**

<b>Registered Nurse</b>		
<b>Step</b>	<b>April 1, 2021</b>	<b>April 1, 2022</b>
Start	\$30.88	\$31.10
1 Year	\$32.10	\$32.32
2 Years	\$33.62	\$33.86
3 Years	\$34.77	\$35.01
4 Years	\$35.74	\$35.99
5 Years	\$37.52	\$37.78
6 Years	\$38.48	\$38.75
7 Years	\$39.74	\$40.02
8 Years	\$41.41	\$41.70

<b>Palliative/Pediatric Directing Registered Nurse (DRN)</b>		
<b>Step</b>	<b>April 1, 2021</b>	<b>April 1, 2022</b>
Start	\$37.52	\$37.78
1 Year	\$38.48	\$38.75
2 Years	\$39.74	\$40.02
3 Years	\$41.41	\$41.70

<b>Nurse Practitioner</b>		
<b>Step</b>	<b>April 1, 2021</b>	<b>April 1, 2022</b>
Level 1	\$53.60	\$53.98

### **Chatham-Kent**

<b>Registered Nurse</b>		
<b>Step</b>	<b>April 1, 2021</b>	<b>April 1, 2022</b>
Start	\$27.00	\$27.19
1 Year	\$27.54	\$27.73
2 Years	\$28.80	\$29.00
3 Years	\$30.41	\$30.62
4 Years	\$32.10	\$32.32
5 Years	\$33.74	\$33.98
6 Years	\$35.30	\$35.55
7 Years	\$37.24	\$37.50
8 Years	\$37.96	\$38.23

**Durham**

<b>Registered Nurse</b>		
<b>Step</b>	<b>April 1, 2021</b>	<b>April 1, 2022</b>
Start	\$25.36	\$25.54
1 Year	\$26.60	\$26.79
2 Years	\$27.89	\$28.09
3 Years	\$29.28	\$29.48
4 Years	\$30.71	\$30.92
5 Years	\$32.20	\$32.43
6 Years	\$33.79	\$34.03
7 Years	\$35.45	\$35.70
8 Years	\$37.43	\$37.69

<b>Palliative Pain and Symptom Management Consultant (PPSMC) and Hospice Patient Navigator</b>		
<b>Step</b>	<b>April 1, 2021</b>	<b>April 1, 2022</b>
Start	\$29.00	\$29.20
1 Year	\$30.63	\$30.84
2 Years	\$32.25	\$32.48
3 Years	\$33.88	\$34.12
4 Years	\$35.51	\$35.76
5 Years	\$37.15	\$37.41
6 Years	\$38.77	\$39.04
7 Years	\$40.39	\$40.67
8 Years	\$42.02	\$42.31

**North Bay**

<b>Registered Nurse</b>		
<b>Step</b>	<b>April 1, 2021</b>	<b>April 1, 2022</b>
Start	\$26.00	\$26.18
1 Year	\$27.00	\$27.19
2 Years	\$28.44	\$28.64
3 Years	\$29.84	\$30.05
4 Years	\$31.25	\$31.47
5 Years	\$33.01	\$33.24
6 Years	\$34.80	\$35.04
7 Years	\$36.57	\$36.83
8 Years	\$38.34	\$38.61



**North Bay**

<b>BScN/PHN</b>		
<b>Step</b>	<b>April 1, 2021</b>	<b>April 1, 2022</b>
Start	\$26.76	\$26.95
1 Year	\$27.77	\$27.96
2 Years	\$29.21	\$29.41
3 Years	\$30.71	\$30.92
4 Years	\$32.10	\$32.32
5 Years	\$33.84	\$34.08
6 Years	\$35.63	\$35.88
7 Years	\$37.45	\$37.71
8 Years	\$39.25	\$39.52

<b>Registered Practical Nurse (RPN)</b>		
<b>Step</b>	<b>April 1, 2021</b>	<b>April 1, 2022</b>
Start	\$23.16	\$23.32
1 Year	\$24.12	\$24.29
2 Years	\$24.33	\$24.50
3 Years	\$24.45	\$24.62

**Perth-Huron**

<b>Registered Nurse</b>		
<b>Step</b>	<b>April 1, 2021</b>	<b>April 1, 2022</b>
Start	\$27.25	\$27.44
1 Year	\$27.91	\$28.11
2 Years	\$28.60	\$28.80
3 Years	\$29.59	\$29.80
4 Years	\$30.90	\$31.12
5 Years	\$32.22	\$32.45
6 Years	\$33.86	\$34.10
7 Years	\$35.49	\$35.74
8 Years	\$37.11	\$37.37
9 Years	\$38.98	\$39.25

<b>Wound Care Nurse</b>		
<b>Step</b>	<b>April 1, 2021</b>	<b>April 1, 2022</b>
Start	\$32.91	\$33.14
1 Year	\$33.61	\$33.85
2 Years	\$34.30	\$34.54
3 Years	\$34.99	\$35.23
4 Years	\$35.71	\$35.96
5 Years	\$36.43	\$36.69
6 Years	\$37.17	\$37.43
7 Years	\$37.91	\$38.18
8 Years	\$38.67	\$38.94
9 Years	\$39.44	\$39.72

**Peterborough, Victoria & Haliburton**

<b>Registered Nurse</b>		
<b>Step</b>	<b>April 1, 2021</b>	<b>April 1, 2022</b>
Start	\$24.44	\$24.61
1 Year	\$25.63	\$25.81
2 Years	\$26.62	\$26.81
3 Years	\$27.95	\$28.15
4 Years	\$29.32	\$29.53
5 Years	\$30.66	\$30.87
6 Years	\$32.36	\$32.59
7 Years	\$34.04	\$34.28
8 Years	\$35.73	\$35.98
9 Years	\$37.43	\$37.69

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

<b>Registered Nurse</b>		
<b>Step</b>	<b>April 1, 2021</b>	<b>April 1, 2022</b>
Start	\$25.85	\$26.03
1 Year	\$27.16	\$27.35
2 Years	\$28.24	\$28.44
3 Years	\$29.72	\$29.93
4 Years	\$31.21	\$31.43
5 Years	\$32.04	\$32.26
6 Years	\$33.41	\$33.64
7 Years	\$34.21	\$34.45
8 Years	\$35.56	\$35.81
9 Years	\$37.28	\$37.54

<b>Registered Practical Nurse (RPN)</b>		
<b>Step</b>	<b>April 1, 2021</b>	<b>April 1, 2022</b>
Start	\$20.20	\$20.34
1 Year	\$20.92	\$21.07
2 Years	\$21.65	\$21.80
3 Years	\$22.34	\$22.50
4 Years	\$23.04	\$23.20
5 Years	\$23.79	\$23.96
6 Years	\$24.49	\$24.66

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

<b>BScN/PHN</b>		
<b>Step</b>	<b>April 1, 2021</b>	<b>April 1, 2022</b>
Start	\$27.73	\$27.92
1 Year	\$29.03	\$29.23
2 Years	\$30.22	\$30.43
3 Years	\$31.50	\$31.72
4 Years	\$32.79	\$33.02
5 Years	\$33.28	\$33.51
6 Years	\$34.06	\$34.30
7 Years	\$34.70	\$34.94
8 Years	\$35.56	\$35.81
9 Years	\$37.28	\$37.54

<b>Nurse Coordinator</b>		
<b>Step</b>	<b>April 1, 2021</b>	<b>April 1, 2022</b>
Start	\$28.95	\$29.15
1 Year	\$30.43	\$30.64
2 Years	\$31.61	\$31.83
3 Years	\$33.29	\$33.52
4 Years	\$34.93	\$35.17
5 Years	\$35.85	\$36.10
6 Years	\$37.40	\$37.66
7 Years	\$38.31	\$38.58
8 Years	\$39.81	\$40.09
9 Years	\$41.75	\$42.04

**Sarnia-Lambton**

<b>Registered Nurse</b>		
<b>Step</b>	<b>April 1, 2021</b>	<b>April 1, 2022</b>
Start	\$26.26	\$26.44
1 Year	\$27.30	\$27.49
2 Years	\$28.73	\$28.93
3 Years	\$30.16	\$30.37
4 Years	\$31.59	\$31.81
5 Years	\$33.36	\$33.59
6 Years	\$35.15	\$35.40
7 Years	\$36.94	\$37.20
8 Years	\$38.73	\$39.00

**Thunder Bay and District**

<b>Registered Nurse</b>		
<b>Step</b>	<b>April 1, 2021</b>	<b>April 1, 2022</b>
Start	\$26.25	\$26.43
1 Year	\$27.26	\$27.45
2 Years	\$28.65	\$28.85
3 Years	\$30.00	\$30.21
4 Years	\$31.44	\$31.66
5 Years	\$33.17	\$33.40
6 Years	\$34.87	\$35.11
7 Years	\$36.62	\$36.88
8 Years	\$38.36	\$38.63

**Toronto-York-Peel**

<b>Registered Nurse</b>		
<b>Step</b>	<b>April 1, 2021</b>	<b>April 1, 2022</b>
Start	\$25.83	\$26.01
1 Year	\$26.87	\$27.06
2 Years	\$28.29	\$28.49
3 Years	\$29.67	\$29.88
4 Years	\$31.10	\$31.32
5 Years	\$32.85	\$33.08
6 Years	\$34.60	\$34.84
7 Years	\$36.34	\$36.59
8 Years	\$38.11	\$38.38

<b>Wound Care</b>		
<b>Step</b>	<b>April 1, 2021</b>	<b>April 1, 2022</b>
Start	\$27.18	\$27.37
1 Year	\$28.50	\$28.70
2 Years	\$29.87	\$30.08
3 Years	\$31.31	\$31.53
4 Years	\$32.83	\$33.06
5 Years	\$34.39	\$34.63
6 Years	\$36.05	\$36.30
7 Years	\$37.79	\$38.05
8 Years	\$39.63	\$39.91



**ONTARIO NURSES' ASSOCIATION**  
**ASSOCIATION DES INFIRMIERES ET INFIRMIERS DU L'ONTARIO**  
**GRIEVANCE REPORT/RAPPORT DE GRIEF**



ONA LOCAL SECTION LOCALE DE L'AIIO	EMPLOYER EMPLOYEUR	STEP ETAPE	DATE SUBMITTED TO EMPLOYER DATE DE SOUMISSION A L'EMPLOYEUR
GRIEVOR PLAIGNANTE		1.	
DEPARTMENT SERVICE	GRIEVANCE NO. NO DU GRIEF	2.	
		3.	

**NATURE OF GRIEVANCE AND DATE OF OCCURENCE/NATURE DU GRIEF ET DATE DE L'EVENEMENT**

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**SETTLEMENT REQUESTED/REGLEMENT DEMANDE**

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SIGNATURE OF GRIEVOR: SIGNATURE DU LA PLAIGNANTE:	SIGNATURE OF ASSOCIATION REP: SIGNATURE DE LA REP. DE L'AIIO
--	---

STEP ONE PREMIERE ETAPE ▶	EMPLOYER'S ANSWER/REPOSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION: DATE DE RECEPTION DU SYNDICAT:
		DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:
	DATE RECEIVE BY THE UNION: DATE DE RECEPTION PAR LE SYNDICAT:	SIGNATURE AND POSTION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR
STEP TWO DEUXIEME ETAPE ▶	EMPLOYER'S ANSWER/REPOSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION: DATE DE RECEPTION DU SYNDICAT:
		DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:
	DATE RECEIVE BY THE UNION: DATE DE RECEPTION PAR LE SYNDICAT:	SIGNATURE AND POSTION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR
STEP THREE TROISIEME ETAPE ▶	EMPLOYER'S ANSWER/REPOSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION: DATE DE RECEPTION DU SYNDICAT:
		DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:
	DATE RECEIVE BY THE UNION: DATE DE RECEPTION PAR LE SYNDICAT:	SIGNATURE AND POSTION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR

ON-09 REV.01/2000

DISTRIBUTION: 1. BLACK – EMPLOYER 2. BROWN – ONA 3. BLUE – LOCAL ASSOCIATION 4. GREEN – GRIEVOR  
 DISTRIBUTION: 1. NOIR – EMPLOYEUR 2. BRUN – AIIO 3. BLEU – ASSOCIATION LOCALE 4. VERT – PLAIGNANTE

## **LETTERS OF UNDERSTANDING**

### **Letter of Understanding Commitment to Equity, Diversity and Inclusivity**

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

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

### **Letter of Understanding Overtime Banking**

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

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

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

### **Letter of Understanding Brant, Haldimand, Norfolk – Full-Time Shift Nursing**

1. Nurses working full-time in the shift nursing program will be covered by the Collective Agreement except where modified by this Agreement.
  - (a) Articles on Hours of Work, Scheduling, and Weekend work will not apply to Shift Nursing.
  - (b) Shift 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 two (2) 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, school or workplace.
  - (c) The normal hours of work will average seventy-five (75) hours per two-week period.
  - (d) For assignments longer than two weeks, Nurses in the Shift Nursing Program may be expected to work alternate weekends. If a Nurse is required to work on a weekend, which contravenes this provision, all hours

worked on such weekend, shall be paid at the rate of time and one-half (1½) the Nurse's regular hourly rate of pay. The premium shall not apply where the Nurse works the weekend as a result of an exchange of weekends with another Nurse.

- (e) 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.

## 2. 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). Overtime premium shall not be pyramided.

## 3. Cancellation

Nurses who are assigned to Shift Nursing can be cancelled up to three (3) hours in advance of assigned hours of work without penalty. If the Nurse does not receive three (3) hours' notice, they shall receive three (3) hours pay at a straight time hourly rate.

## 4. 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 their regular hourly rate. They shall be required to perform any nursing duties assigned by the Employer.

### **Letter of Understanding Brant, Haldimand, Norfolk – Clinic Nursing**

From time to time, the Employer is able to secure contracts with businesses that require the provision of nursing services on a short-term basis in a Home and Community Care Support Services clinic setting.

The Employer and the Union agree that this type of service represents a separate category from the services provided through the Visiting Nursing or Shift Nursing Programs.

For the purposes of this Letter of Understanding, Articles regarding Scheduling, Hours of Work, and Cancellation contained in the current Collective Agreement do not apply.

1. Clinic Nurses will be recruited according to pertinent Articles currently contained within the Collective Agreement.
2. Hours of work for each clinic will vary depending upon the needs and requests of the customer. Minimum hours of work for clinics will be three (3) hours.

3. The Employer will normally schedule a Nurse in advance for clinic work. Work will be offered to clinic Nurses on the basis of:
  - Skill, Ability, Knowledge and Experience
  - Availability (including commitment to other Victorian Order of Nurses for Canada Brant-Haldimand-Norfolk Programs)
  - Seniority within the organization
4. The Employer will provide the Nurse with 15 hours advance notice of the cancellation of a clinic. Should such notice not be provided, the Employer will provide the Nurse with a total of three (3) hours compensation at their regular straight hourly rate.
5. Nurses working clinics will be provided with the materials, equipment and supplies necessary to perform the clinic work. It is understood that the Nurse must place a weekly supply order with the Home and Community Care Support Services to obtain supplies needed to provide service to the Client. Nurses will be responsible to orient themselves with the specifics of each clinic and obtain the necessary equipment and supplies, prior to the date/time of the clinic.
6. Should a Nurse wish to work split tours, they may, by mutual agreement between the Nurse and the Employer do so. The Union will be notified of such, and this will be reviewed on a case-by-case basis at the point of time that the Nurse initially agrees to work split tours. The Union reserves the right to review such agreements at any time. The Union will not exercise this right in an unreasonable manner. It is understood that minimum hours of work as per #2 above will apply to each split tour.

**Letter of Understanding**  
**Brant, Haldimand, Norfolk – Permanent Part-Time Nurses**

Where the category of permanent part-time currently exists, those currently in these positions will be maintained at their present level of commitment and benefits. All Nurses in this category will be confirmed in writing by Aberdeen and provided to ONA. It is understood that these employees are part-time Nurses and will be considered “full-time” for scheduling purposes from Monday to Friday inclusive. Weekend commitment for part-time Nurses applies to these employees.

Other conditions are stated below:

1. A Permanent Part-time Nurse is a Nurse who is regularly scheduled to work on average four (4) tours or more per week but less than Full-time hours and who has a predetermined schedule of regular days of work per week.
2. Seniority

Seniority for Permanent Part-time Nurses will be calculated on a pro-rata basis, to Full-time service.



### 3. Hours of Work

The regular hours of work for Permanent Part-time Nurses shall average a minimum of sixty (60) hours per two (2) week period. The normal workday shall be seven and one-half (7½) hours, exclusive of a one (1) hour unpaid meal period.

#### Evening Shift

Permanent Part-time Nurses assigned to evening visits following completion of their tour, shall receive, for all time worked during such visits, time and one-half (1½) their regular straight time hourly rate, with a minimum guarantee of three (3) hours pay at straight time.

### 4. Holidays

Permanent Part-time Nurses shall be paid at the rate of time and one-half (1½) their regular straight time hourly rate for all hours worked on the recognized holidays listed in Article 16, in addition to holiday pay.

### 5. Vacation

A Permanent Part-time Nurse shall be entitled to the same vacation time as a Full-time Nurse and their salary continuation during vacation will reflect their normal scheduled hours during the vacation period.

### 6. Sick Leave

Permanent Part-time Nurses shall accrue sick leave credits on a prorated basis based on the scheduled hours worked as compared to the hours of work of a Full-time Nurse.

The maximum accumulation shall be one hundred and fifty (150) days.

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## **Letter of Understanding** **Brant, Haldimand, Norfolk – Promoting and Valuing the Work of Nurses**

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

The parties agree to a collaborative consultation process to work together to develop solutions to remove non-nursing work from Nurses, with a view to increase nursing visit/patient care by decreasing non-nursing duties.

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**Letter of Understanding**  
**Brant, Haldimand, Norfolk – Directing Registered Nurse (DRN)**

1. Nurses working in the DRN program will be covered by the Collective Agreement except where modified by this Agreement.
  - (a) Articles on Hours of Work, Scheduling, and Weekend work will not apply to DRN.
  - (b) Employees are permitted to work from their own home residence. Shift lengths will be anywhere from four (4) to eight (8) hours. An eight (8) hour shift shall include a one-half hour paid meal period or the employee will self-schedule two fifteen (15) minute rest periods during their shift.
  - (c) The normal hours of work will average eighty (80) hours per two-week period for Full-time employees.
  - (d) Palliative DRNs must hold a CNA Certificate in Palliative Care or have completed both, the “Fundamentals of Palliative Care” and the “Comprehensive Advanced Palliative Care Education (CAPCE)”. Paediatric DRNs have to have extensive experience in the provision of Paediatric Care.

2. **Premium Pay**

All time worked in excess of eight (8) hours per day or eighty (80) hours in a two-week period shall be considered as overtime and shall be paid at a rate of time and one-half (1½). Overtime premium shall not be pyramided.

Where a DRN is assigned work between 2400 hours Friday and 2400 hours Sunday, they shall be paid a premium of two dollars (\$2.00) per hour.

3. **Employer Provision of Technology and Supports at Home**

The Employer confirms and will continue its current practice of providing a VON issued computer and mobile device.

4. **Cancellation**

Nurses who are assigned to DRN Program can be cancelled up to three (3) hours in advance of assigned hours of work without penalty. If the Nurse does not receive three (3) hours' notice, they shall receive three (3) hours pay at a straight time hourly rate.

5. **Reporting Pay**

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

6. Hourly Rates

In recognition of the advanced requirements, all DRNs will be hired at a minimum of Level 1 of Palliative/Pediatric Directing Registered Nurse (DRN) Appendix A and then progress through the remaining steps as per the Collective Agreement. If a DRN has experience to warrant a higher step, they shall be placed at the appropriate step.

7. Paid leave pay, designated holidays pay, vacation pay and sick leave pay to full-time DRN will be based on eight (8) hours per day.

**Letter of Understanding  
Chatham-Kent – Job Security**

The parties agree that there shall be no layoffs for full-time Nurses during the life of this Collective Agreement, unless a site is closed or there is insufficient Nurse volume/caseload for the site to handle with the number of full-time Nurses at the site.

**Letter of Understanding  
Chatham-Kent – 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:

1. Only so many positions will be created as are covered by funding for supernumerary positions.
2. Newly graduated Nurses are defined as those Nurses who have graduated from a nursing program or refresher program within the last year.
3. The Employer will formally advise the Union of the number of supernumerary Nurses assigned to the Visiting Nursing Program.
4. Such positions will not be subject to internal postings or request for transfer processes outlined in Article 11.
5. Such Nurses will be full-time and covered by the full-time Collective Agreement.
6. If the Nurse has not successfully posted into a permanent position by the end of the supernumerary appointment, they will be reclassified to part-time, and this will not be considered a layoff.

7. The Employer bears the onus of demonstrating that such positions are supernumerary.

**Letter of Understanding**  
**Chatham-Kent – Hybrid 12-Hour Visiting Nursing Tours**

Notwithstanding Articles 4 Definitions, Article 14 Hours of Work and Article 22 Overtime and Premium Payments, the parties agree to implement an extended daily tour in the visiting nursing program subject to the following terms and conditions:

1. The normal extended daily tour shall be eleven and one quarter (11.25) hours per tour, exclusive of a forty-five (45) minute unpaid meal break. Employees shall be permitted three paid rest periods of fifteen (15) consecutive minutes in each tour.
2. There will be a total of seven (7) tours scheduled per pay period which will consist of six (6) extended tours (11.25 shifts) and one (1) regular (7.5 hour) tour. The working hours for the extended tour will be 1000 to 2200 hours. The working hours for the regular tour will be 1400 to 2200. (See Appendix I below)
3. Nurses shall not be scheduled to work more than three (3) consecutive extended tours and shall be scheduled at least two (2) days off following any three consecutive shifts.
4. Nurses working an extended tour hybrid schedule will be required to work every other weekend as per the established rotational basis and to be on call as required.
5. Overtime shall be defined as approved hours worked in excess of eleven and one quarter (11.25) hours per tour or in excess of the employee's regular posted full-time scheduled hours in a two-week pay period.
6. Work schedules of Extended Tours may be changed and or modified with the mutual agreement of the Nurse and the Manager.
7. The schedule shall provide for a minimum of twelve (12) hours off between Extended Tours.
8. Shift premium shall apply only to those hours worked between 1530 and 2200 hours. Weekend premium will be paid in accordance with Article 22.06.
9. With respect to employees working Extended Tour hybrid schedule who are eligible to receive vacation, sick leave and paid holidays in accordance with the Collective Agreement, the following provisions will apply:
  - (a) For the purpose of accumulation of leave credits, including Article 17 – 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.

- (b) Employees who work on one of the paid holidays set out in Article 16, 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.
10. The parties agree to review any issues that arise out of the implementation of this letter of understanding within six (6) months and as needed from the date of signing. If there is a material change to the Chatham-Kent visiting nursing program, the parties agree to meet and discuss amendments to this letter of understanding, if necessary.
11. Either party may discontinue this agreement with ninety (90) days written notice to the other party.
12. The parties agree that any dispute involving the interpretation or application of the terms of this Letter of Understanding are enforceable through the grievance-arbitration process set out in the Collective Agreement.

### **Appendix I – Hybrid Extended Tour Schedule**

<b>Week #1</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>	<b>Sunday</b>
Full-time 1	X	R			X	X	X
Full-time 2			X	X			
<b>Week #2</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>	<b>Sunday</b>
Full-time 1			X	X			
Full-time 2	X	R			X	X	X

X = Extended Tour

R = Regular Tour

### **Letter of Understanding** **Durham – Clinic Nurses**

Clinic Nurses are not covered by Articles 14.03, 14.05 a) and d), 14.06, 14.14 and 22.08. Such Nurse shall be paid their regular rate of pay from the time they leave the branch office to set up the clinic to the time they return to the branch office after dismantling the clinic. They will be paid a minimum of three hours pay for doing one clinic in a day and a minimum of two hours pay for each additional clinic that day. There shall not be more than two hours unpaid time between a three-party clinic and a VON clinic.

### **Letter of Understanding** **Durham – Regular Part-Time Nurses Employed to Work Weekends Only**

The parties hereby agree that when Nurses are employed to work weekends only, the following provisions shall apply but shall not be construed to be a guarantee of the hours of work:

1. Nurses must be available to be scheduled a minimum of two weekends per posted schedule.
2. Nurses may be scheduled, at their request, up to every weekend and where this occurs, they shall be compensated at their regular straight time hourly rate of pay [Article 14.03 shall not apply].
3. The regular hours of work shall be seven– and one-half hours per day/shift, exclusive of a one-half hour unpaid meal period.
4. When a Nurse is scheduled to work a weekend, which precedes a designated holiday set out in Article 16.01, they shall be expected to work the holiday unless mutually agreed otherwise between the Employer and the Nurse.
5. All other terms and conditions of the Collective Agreement shall apply.
6. Extra shifts that become available will be offered to Regular Part-time Weekend Only Nurses after all other Regular Part-time Nurses have been offered the shifts.

**Letter of Understanding**  
**Durham – Select Program Funding**

Whereas the Ministry of Community and Social Services (“the Ministry”) has provided additional funding for Developmental Services Programs as per its “Funding Increase for Developmental Service System Capacity Investment 2014-15”.

And whereas the Ministry has directed that these funds be applied to the salaries and wages of front-line workers who provide critical services to people with developmental disabilities for the 2014-15 and 2015-16 fiscal years.

And whereas Nurses working in the VON Durham Site SELECT Program qualify for this additional funding.

Therefore, the parties agree:

Effective and retroactive to April 1, 2014, Nurses working in the SELECT Program shall be paid, in addition to their applicable hourly wage rate set out in Schedule A of the Collective Agreement, \$0.61 for all hours worked in the SELECT Program.

Effective and retroactive to April 1, 2015, Nurses working in the SELECT Program shall be paid, in addition to their applicable hourly wage rate set out in Schedule A of the Collective Agreement, \$1.22 for all hours worked in the SELECT Program.

The Employer shall continue to pay this additional amount per hour for as long as the Ministry continues to fund it; and

Should the Ministry funding allocation for the Nurses working in the SELECT Program be increased or decreased, the Employer shall notify the Union and meet with the Union to discuss the implications of such funding changes.

**Letter of Understanding  
North Bay – Shift Nursing**

1. Nurses working in the shift nursing program will be covered by the Collective Agreement except where modified by this agreement.
  - (a) Articles on Hours of Work, Scheduling, Vacation, Compensation and Weekend work will not apply to Shift Nursing.
  - (b) Shift 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.
  - (c) 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.
  - (d) For assignments longer than two (2) weeks, Nurses in the Shift Nursing Program may be expected to work alternate weekends.
  - (e) 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.

2. Compensation

- (a) The regular straight time hourly rate is Grid Level 1.
  - (b) Registered Nurses in the Shift Program shall receive six percent (6%) 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.

3. Premium Pay

All time worked in excess of seventy-five (75) hours in a two (2) week period shall be considered as overtime and shall be paid at a rate of time and one-half (1½).

4. 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.

5. 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 their regular hourly rate. They shall be required to perform

any nursing duties assigned by the Employer but not in the Visiting Nursing Program.

**Letter of Understanding  
North Bay – Extended Tours**

The parties agree that this letter will confirm agreement regarding the Redesign of Clinic hours at VON North Bay.

1. The regular scheduled hours for the Clinic portion of the redesign will consist of four (4) days on and five (5) days off. If the employee works more than four (4) days in a row, the Employer will pay the Nurse premium pay for all hours worked in accordance with Article 22.01.
2. A “shift” will consist of twelve (12) hours, comprised of eleven (11) paid hours at the regular straight hourly rate and an unpaid meal break of sixty (60) minutes.
3. For the purpose of accumulation of leave credits, including Vacations and Sick Leave, a “day” is defined as seven and one-half (7.5) hours. Employees on approved paid leave of absence, including vacation, sick leave and bereavement leave, shall receive payment for all scheduled hours not worked, to the extent of their available accumulated leave credits.
4. Employees who work on one of the paid holidays set out in the Collective Agreement 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.
5. Shift and weekend premiums will be in accordance with Article 22.05 and 22.06.
6. It is agreed that the schedule can be changed and/or modified if all parties (the Employer, the Union and the member) are in agreement.
7. The normal daily tour shall be 8:00 – 20:00.
8. All approved time worked in excess of the eleven (11) hours per day shall be considered overtime and will be paid in accordance with Article 22.

**Letter of Understanding  
North Bay – Master Rotation**

1. The Employer will establish and maintain a master rotation schedule. In establishing the initial master rotation, Nurses will select their line on the rotation based on seniority provided the Nurses are able to perform the available work and subject to considerations of client needs and continuity.



2. Once the master is established, the schedule may only be changed based on needs, volume changes and staffing requirements. Should permanent changes to the master rotation be required, resulting in Nurses having to change rotations or set days off, the Employer will discuss these changes with the Union prior to implementation.

This Letter of Understanding will not apply to current employees who fall under Article 14.01 (g) and who work four-fifths (4/5<sup>th</sup>) prior to the date of ratification of this Agreement.

Note: It is understood that the initial implementation of a master rotation will not result in layoffs or reduction of hours of work for the current full-time and part-time staff.

**Letter of Understanding**  
**North Bay – Benefits – Part-Time/Casual Employees**

The parties agree that current Part-time and Casual employees, who as of the date of ratification are enrolled in the Flex Plan A benefit plan, within 30 days of ratification, have a one-time option to elect the percentage in lieu payment as per Article 24.09 or to maintain enrolment in the Flex Plan A benefit plan, along with a corresponding two and a half (2.5) percent reduction of the percentage in lieu as per Article 24.09.

**Letter of Understanding**  
**Perth-Huron – Job Security**

The parties agree that there shall be no layoffs for full-time Nurses during the life of this Collective Agreement, unless a site is closed or there is insufficient Nurse volume/caseload for the site to handle with the number of full-time Nurses at the site.

**Letter of Understanding**  
**Perth-Huron – 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.

**Letter of Understanding**  
**Perth-Huron – Shift Nursing**

1. (a) Articles of Hours of Work, Scheduling, Vacation and Weekend Work will not apply to Shift Nursing.
- (b) Shift Nursing will be defined as nursing care required to meet the needs of a client(s) at a single location, including but not limited to clinics (foot care, pharmacy, flu, workplace, etc.), insurance assessments, teaching contracts or other similar work situations.

- (c) A shift ranges in length from two (2) to twelve (12) hours. The hours of each shift will be determined by client need. The shift shall start and end in the client's home, clinical location or office.
- (d) 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 the VON Visiting Nursing program seniority lists.
- (e) For assignments longer than two weeks, Nurses in the Shift Nursing Program may be expected to work alternate weekends.
- (f) Assignments will be made in a manner that provides continuity of care to the client. Assignments will be based on skills, experience, availability and when all this is equal, seniority.

2. Premium Pay

Overtime premium will apply to all hours worked beyond 75 in a biweekly period.

- 3. Nurses who are assigned to the Shift Nursing Program may be cancelled up to three (3) hours in advance of assigned hours without penalty. If the Nurse does not receive three (3) hours' notice, they shall receive three (3) hours' pay at a straight time hourly rate.

4. Reporting Pay

A Nurse who is called in or reports for Shift, Wellness and Foot Care Nursing as scheduled and is not required to work shall, unless otherwise notified by the Employer, reporting pay as provided for in Article 22.08 of the Collective Agreement. They shall be required to perform any nursing duties assigned by the Employer but not in the Visiting Nursing Program.

- 5. The Collective Agreement will apply for vacation purposes. (Article 17).

**Letter of Understanding  
Perth-Huron – Evening Shift**

Prior to implementing an evening shift, the parties will meet to discuss implementation of said shift and to agree upon an appropriate premium. Such meeting shall not delay the implementation of such shift.

**Letter of Understanding  
Peterborough, Victoria & Haliburton – 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.

**Letter of Understanding**  
**Peterborough, Victoria & Haliburton – 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 their regular hourly rate. They shall be required to perform any nursing duties assigned by the Employer but not in the Visiting Nursing Program.

**Letter of Understanding**  
**Peterborough, Victoria & Haliburton – 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:

1. Only so many positions will be created as are covered by funding for supernumerary positions.
2. Newly graduated Nurses are defined as those Nurses who have graduated from a nursing program or refresher program within the last year.
3. The Employer will formally advise the Union of the number of supernumerary Nurses assigned to the Visiting Nursing Program.
4. Such positions will not be subject to internal postings or request for transfer processes outlined in Article 11.
5. Such Nurses will be full-time and covered by the full-time Collective Agreement.
6. If the Nurse has not successfully posted into a permanent position by the end of the supernumerary appointment, they will be reclassified to part-time, and this will not be considered a layoff.
7. The Employer bears the onus of demonstrating that such positions are supernumerary.

**Letter of Understanding**  
**Peterborough, Victoria & Haliburton – 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, Bobcaygeon, 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.

**Letter of Understanding**  
**Peterborough, Victoria & Haliburton – Full-Time Four-Fifths Positions**

1. Requests with regard to full-time 4/5<sup>th</sup> 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 4/5<sup>th</sup> position once during their tenure with the Site.
3. Either party may discontinue the 4/5<sup>th</sup> 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 4/5<sup>th</sup> position arrangement will be treated as full-time employees for Articles 10 and 11. All other benefits including Articles 14, 16 and 22 will be on a prorated basis (understanding that overtime is triggered beyond 75 hours biweekly).

**Letter of Understanding**  
**Peterborough, Victoria & Haliburton – 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 mealtime.
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 22.01 (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 22.04 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:
  - (a) For the purpose of accumulation of leave credits, including Article 17 – 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.
  - (b) Employees who work on one of the paid holidays set out in Article 16, 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.

**Letter of Understanding**  
**Peterborough, Victoria & Haliburton – 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.
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**Letter of Understanding**  
**Porcupine, Highway 11, Timmins – Shift Nursing**

1. Nurses working in the shift nursing program will be covered by the Collective Agreement except where modified by this agreement.
  - (a) Article on Hours of Work, Scheduling, Vacation, Compensation and Weekend Work will not apply to Shift Nursing.
  - (b) Shift 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.
  - (c) For assignments longer than two weeks, Nurses in the Shift Nursing Program may be expected to work alternate weekends.
  - (d) 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.

2. Compensation

- (a) Effective the date of ratification, compensation will be in accordance with the current Salary Scale at Appendix A.
- (b) Nurses in the Shift Nursing Program shall receive ten and one-half percent (10.5%) paid on their regular straight time hourly rate in lieu of benefits and percentage for vacation according to the Collective Agreement. Such amount shall not be included in the base used for the purpose of calculating overtime.

3. 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).

4. 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.

5. 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 their regular hourly rate. They shall be required to perform any nursing duties assigned by the Employer but not in the Visiting Nursing Program.

6. Incumbents

Incumbents on staff as of April 20, 1997, shall be maintained at their current hourly rates of pay.

**Letter of Understanding**  
**Porcupine, Highway 11, Timmins – Nurse Practitioners**

- 1. Registered Nurses (Extend Class) working in the Nurse Practitioner program will be covered by this Collective Agreement except where modified by this agreement.
  - (a) Articles on Hours of Work, Overtime and Premium Payment, Transportation Allowance and Compensation will not apply.
  - (b) In the current Collective Agreement, the Articles referred to in (a) above include Articles 14, 22, 23 and 24.
  - (c) Nurse Practitioners will self-schedule their daily and weekly hours of work, subject to the approval of the Executive Director, in accordance with their authorized hours of work.



- (d) Nurse Practitioners will be deemed to be either part-time or full-time employees based on their authorized hours of work.

## 2. Compensation

- (a) The hourly rate of pay for Nurse Practitioners is \$45.89.
- (b) If during the term of this agreement the Ministry of Health and Long-Term Care approves and funds an increase to the hourly rate set out in (a) above, Nurse Practitioners currently being paid an hourly rate below the new Ministry approved rate will be adjusted accordingly.
- (c) Full-time Nurse Practitioners shall participate in the VON Pension Plan and insured benefits plans. Part-time Nurse Practitioners shall receive ten and one-half percent (10.5%) paid on their regular straight time hourly rate in lieu of pension, insured benefits, sick leave and paid holidays. Part-time Nurse Practitioners who participate in the pension plan shall have the percentage in lieu reduced by two percent (2%). In addition, part-time Nurse Practitioners who are eligible to participate in the insured benefit plans shall have their percentage in lieu reduced by two percent (2%).

### **Letter of Understanding Sarnia-Lambton – Branch Amalgamation**

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

### **Letter of Understanding Sarnia-Lambton – Four-Day Week**

The Union agrees that full-time Nurses employed by VON, Sarnia-Lambton Branch may choose to work a four (4) day week on the following basis:

1. The decision to work a four (4) day week will be entirely voluntary and any full-time member of the bargaining unit who wishes to work a four (4) day week will inform the Employer of this decision in writing.
2. At any time, a full-time Nurse who has chosen to work a four (4) day week may return to a five (5) day week by giving the Employer four (4) weeks' notice commencing with the start/end of a schedule, in writing, of their desire to return to their 5-day full-time schedule.
3. Any full-time Nurse choosing to work a four (4) day week will continue to be considered a full-time Nurse and service and seniority will continue to accrue on the basis of hours worked.

4. These positions will remain full-time positions and if one of the present full-time positions becomes vacant, and if the Employer decides to post the position, the Employer will assess the caseload to determine if full-time work is available. If the caseload does not support a full-time position, a new part-time or casual position may be posted. If it is posted as a full-time position, the successful applicant will then have the choice of working a four (4) day week as outlined in this Letter of Understanding.
5. Benefits will be prorated as follows:  
  

There would be no change in status of benefits for Dental, Long-Term Disability Insurance, Extended Health and Basic Life Insurance.

Pension Plan contributions will be based on hours worked.

Vacation entitlement will be based on completed years of continuous service.

Vacation entitlement will not be prorated; however, the number of vacation days paid will be prorated to adjust for the four (4) day week.

Stat holiday pay will be prorated.

Sick leave credits will be accrued on a pro-rata basis proportionate to the amount of time worked.
6. The Employer or the Union may withdraw the agreement to the four (4) day week at any time by giving the other party six (6) weeks written notice commencing with the start/end of a schedule.

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**Letter of Understanding**  
**Sarnia-Lambton – Addendum to Article 22 – Compensation in Relation to Visiting Nursing Mentor Program**

If the Sarnia – Lambton Branch of the Victorian Order of Nurses applies for and is successful in obtaining funding and staff through the Government initiative for “Nursing Enhancement Fund” via Supernumerary positions, a budget for a mentorship program where a VON Visiting Nurse applies for and is accepted as a mentor for a newly hired novice Nurse or candidate with temporary registration with the College of Nurses of Ontario, who is accepted into the mentor program, they:

1. Shall receive a Mentor Premium of one dollar (\$1.00) per hour, to a maximum of twenty-eight (28) weeks, for all hours worked in the mentor relationship.
2. In addition to regular nursing duties they will be released for up to 60 hours’ time spent working in the mentor relationship. It is understood by the parties that there shall not be a reduction in the hours of work as a result of the Nurse working in the Mentor Program.

Effective upon signing this Addendum, the Collective Agreement shall be deemed to be amended and this Letter shall form part of that Collective Agreement, expiring March 31, 2016.

**Letter of Understanding**  
**Sarnia-Lambton – Shift Nursing (formerly Independent Health Practitioners)**

1. Nurses working in the shift-nursing program will be covered by the following clauses of the Collective Agreement:

Article 1	Article 12.05
Article 2	Article 12.06
Article 3	Article 12.11
Article 4.01	Article 13
Article 4.06	Article 16
Article 5	Article 19.06
Article 6	Article 21.01
Article 7	Article 21.02
Article 8	Article 21.03
Article 9	Article 21.04
Article 10.02	Article 21.05
Article 10.04	Article 21.06
Article 10.07	Article 21.08
Article 10.09	Article 23.01
Article 11	Article 24.04
Article 12.01	Article 25
Article 12.03	

Seniority for Shift Nurses will be kept separate and apart from all other Nurses for all purposes.

- (a) Shift Nursing will be utilized for private duty nursing and clinics. A shift ranges in length from two (2) to twelve (12) hours. The hours of each shift will be determined by client need/contract. The working day for each Nurse shall start and end in the client's home/clinic location.
  - (b) The seniority list for the Shift Nursing Program will be maintained separately from all other VON nursing program seniority lists.
  - (c) Subject to this, assignments shall be made in order to provide continuity of care to the client and in response to client request. Assignments will be based on availability, skills, experience, and when all this is equal, seniority.
2. Compensation (Effective September 30, 2001)
- (a) Shift Nurses shall be paid as per the Wage Grid set out in Appendix A.
  - (b) Part-time and casual RNs working as Shift Nurses shall be entitled to the applicable percentages in lieu of vacation, holidays, sick leave and ensured

benefits as set out in the Collective Agreement. Such amounts shall not be included in the base used for the purpose of calculating overtime.

3. Premium Pay

All time worked in excess of eighty (80) hours in a two-week period shall be considered as overtime and shall be paid at a rate of time and one-half (1½).

4. Cancellation

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

5. Reporting Pay

A Nurse who is called in or reports for shift/clinic as scheduled and is not required to work shall, unless otherwise notified by the Employer, receive a minimum of two (2) hours pay at their regular hourly rate. They may be required to perform any nursing duties assigned by the Employer but not in the Visiting Nursing Program.

**Letter of Understanding  
Sarnia-Lambton – 12-Hour Visiting Nursing Tours**

Notwithstanding Articles 4 Definitions, Article 14 Hours of Work and Article 22 Overtime and Premium Payments, the parties agree to implement an extended daily tour in the visiting nursing program subject to the following terms and conditions:

1. The normal extended daily tour shall be eleven and one quarter (11.25) hours per tour, exclusive of a forty-five (45) minute unpaid meal break. Employees shall be permitted three paid rest periods of fifteen (15) consecutive minutes in each tour.
2. Overtime shall be defined as approved hours worked in excess of eleven and one quarter (11.25) hours per tour or in excess of the employee's regular posted full-time scheduled hours in a two-week pay period.
3. The core working hours for the extended tour will be 0800 to 2200 hours. Actual starting and end time per shift may vary depending on operational requirements.
4. Nurses working extended tours will be required to work every third weekend as per the established rotational shift schedule covering a six (6) week period and to be on call as required. \*
5. Shift premium shall apply only to those hours worked between 1530 and 2200 hours.
6. For the purpose of accumulation of leave credits, including Article 17, 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 of work missed, to the extent of their available accumulated leave credits.

7. Employees who work on one of the paid holidays set out in Article 16, 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 on a paid holiday shall receive seven and one-half (7.5) hours pay for such day at their straight time rate of pay.

\*The Union-Management Committee will assess the on-call process six months from the signing of this Memorandum.

**Letter of Understanding**  
**Sarnia-Lambton – Implementation of Team Leader Rotational Position and Scheduling Provisions and Process**

The parties agree to develop a working committee with an equal number of Union and Employer staff on the committee for the purposes of reviewing the new team leader role and how this relates to for example scheduling and workload and workflow while complying with the terms of the Collective Agreement.

**Letter of Understanding**  
**Sarnia-Lambton – 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:

1. Only so many positions will be created as are covered by funding for supernumerary positions.
2. Newly graduated Nurses are defined as those Nurses who have graduated from a nursing program or refresher program within the last year.
3. The Employer will formally advise the Union of the number of supernumerary Nurses assigned to the Visiting Nursing Program.
4. Such positions will not be subject to internal postings or request for transfer processes outlined in Article 11.
5. Such Nurses will be full-time and covered by the full-time Collective Agreement.

6. If the Nurse has not successfully posted into a permanent position by the end of the supernumerary appointment, they will be reclassified to casual part-time, and this will not be considered a layoff.
7. The Employer bears the onus of demonstrating that such positions are supernumerary.
8. The Employer agrees to pay a mentorship premium of one dollar (\$1.00) per hour for any member who assists the New Graduate while in the supernumerary position.

**Letter of Understanding**  
**Sarnia-Lambton – Palliative Care Project and GRRT (Geriatric Rapid Response Team) Project**

In cooperation with the Erie-St. Clair Community Care Access Centre, the Employer has agreed to continue facilitating the Palliative Care Project and the GRRT Project that began as a pilot in the spring of 2009. A Nurse will be on-call to act as a resource consultant to assist caregivers from any service provider agency with maintaining palliative clients in their own home. Another Nurse will also be on call to act as a resource for the Geriatric Rapid Response Team.

During the hours that any Nurse is on-call for either program, they will receive on-call compensation of three dollars and thirty cents (\$3.30) per hour. They will receive this in addition to any compensation that they may receive for conducting their regular VON duties at the same time including being on-call for VON. If as a result of their on-call responsibility with either project a Nurse is required to visit the client or spend time doing any work for the Palliative Care Project or the GRRT, they will be compensated in the same manner as if they were picking up an extra visit while completing their regularly scheduled work in accordance with Article 14. If the visit is a call-in, after a Nurse has completed their regularly scheduled day they will be compensated as per Article 22.03.

In addition to being on-call a Nurse will be required to attend regularly scheduled meetings for which they will receive compensation for in the same manner as if it were part of their regular VON duties.

This Letter is not intended to supersede any existing Article of the Collective Agreement but is intended to act as additional provisions that may occur as part of either project including overtime provisions.

This Letter will be in effect until the expiry of the current Collective Agreement which is March 31, 2018. Any continuation of this project will require a new letter of agreement.

This agreement is based on a WITHOUT PREJUDICE basis to any future involvement and compensation coverage for either project.

**Letter of Understanding**  
**Sarnia-Lambton – Workload Committee**

The parties agree to form a Workload Committee to discuss workload issues with the Management and the Union. Discussion of workload issues will involve the Manager and other individuals as appropriate.

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**Letter of Understanding**  
**Thunder Bay and District – Fireline Nursing Services Program**

WHEREAS the Employer has been awarded the contract to provide fire line nursing services in the Northwest Region, WITHOUT PREJUDICE OR PRECEDENT, the parties agree to the following:

1. Articles on Hours of Work, Scheduling, Vacation, Compensation, Overtime, On Call and Weekend Work will not apply to the Fire Line Nursing Services Program.
  2. Hours of work for the program are spread out over a day and could be as long as sixteen (16) hours including a standby component. The working day for the Nurses shall start and finish with the fire crew/staff's day and shall not exceed sixteen (16) hours over a day.
  3. Nurses working on the fire line will be credited with seniority for all hours worked each day spent on the fire line.
  4. The rate of pay during the orientation period will be paid as per the Collective Agreement. The rate of pay while on the fire line will be four hundred and seventy (\$470.00) dollars per day.
  5. It is understood that the Nurses can be out on the fire line for up to nineteen (19) continuous days.
  6. The Employer shall provide a footwear allowance of sixty (\$60.00) dollars for the purchase of safety boots.
  7. Mileage for travel to and from the site will be compensated at the current Collective Agreement rate.
  8. All terms and conditions of the Collective Agreement remain in effect unless altered by this Letter of Understanding.
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**Letter of Understanding**  
**Toronto/York-Peel – Shift Nursing Program**

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

- (a) Articles on hours of work, scheduling, vacation, compensation and weekend work will not apply to employees working in the Shift Nursing Program except as specified herein.
- (b) The Shift Nursing Program will be defined as meeting the needs of a single client at a time. A shift ranges in length based from two (2) to twelve (12) hours. The hours of each shift will be determined by client need.
- (c) For assignments longer than two (2) weeks, Nurses in the Shift Nursing Program may be expected to work alternate weekends.
- (d) The objectives of continuity of client care will be used in determining in this Program. Assignments will be based on client needs (skill, experience), nursing availability and when all this is equal, seniority shall prevail.

## 2. Compensation

- (a) Shift Nurses shall be paid in accordance with the wage rates for Registered Nurse as set out in Appendix A.
- (b) Part-time and casual Nurses in the Shift Nursing Program shall receive the same percentages in lieu of vacation and other benefits as Nurses in the Visiting Nursing Program. Such percentages 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.

## 3. Premium Pay

All time worked in excess of seventy-five (75) hours in a two (2) week period shall be considered as overtime and shall be paid at a rate of time and one-half (1.5).

## 4. Cancellation

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

## 5. Reporting Pay

A Nurse who is called in and 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 their regular hourly rate. They shall be required to perform any nursing duties assigned by the Employer.

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### **Letter of Understanding** **Toronto/York-Peel – Six Week Scheduling Cycle (Applicable to Full-Time Only)**

In order to eliminate the need for Nurses to work seven (7) consecutive days in a six-week work schedule, the following procedure is available to Nurses on agreement of the Nurse and the Employer.



1. Within every six (6) week rotation, full-time Nurses will be required to work eleven (11) scheduled shifts in one two-week pay period, nine (9) scheduled shifts in the following two-week pay period and ten (10) scheduled shifts in the third two-week pay period.
2. Notwithstanding Article 22.01, overtime premium will be paid only in the following circumstances:
  - (a) If a Nurse works extra shifts in a pay period beyond their regular posted number of shifts. For clarity overtime premium will apply to any shifts:
    - i) In excess of nine (9) shifts in a pay period in which their posted schedule consists of nine (9) shifts.
    - ii) In excess of ten (10) shifts in a pay period in which their posted schedule consists of ten (10) shifts.
    - iii) In excess of eleven (11) shifts in a pay period in which their posted schedule consists of eleven (11) shifts.
  - (b) If a Nurse works in excess of seven and one-half (7.5) hours in a day.
3. In all pay periods the Nurses will record the actual hours worked.
4. For clarity each posted six (6) week schedule will provide 225 hours for each full-time Registered Nurse.

**SCHEDULE 1 – THUNDER BAY AND DISTRICT**

**Group Insurance Plan**