

COLLECTIVE AGREEMENT

Between:

VICTORIAN ORDER OF NURSES, DURHAM
(Hereinafter referred to as the “Employer”)

And:

ONTARIO NURSES' ASSOCIATION
(Hereinafter referred to as the “Union”)

Expiry Date: March 31, 2016

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ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between 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 Association has bargaining rights, either individual or collectively which contravenes any of the provisions of this Agreement.

ARTICLE 2 – RECOGNITION

- 2.01 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.

ARTICLE 3 – DEFINITIONS

- 3.01 The following definitions shall be applied to this Agreement:
- (a) "Full-time Nurse" is one who is employed on a permanent basis and is scheduled to work the standard hours per week as defined by this Collective Agreement;
 - (b) "Part-time Nurse" is one who is employed on a permanent basis and is scheduled to work less than the standard hours per week as specified in the Collective Agreement and in accordance with the commitment set out in Article 18.06;
 - (c) "Casual nurse" is a nurse for whom there is no predetermined schedule and who may decline work that is offered, subject to Article 18.07
 - (d) A "Term Nurse" is one who is hired for a specific term of employment to cover locums, leaves of absence, short term specific programs or for the completion of a specific job, the duration of which is not greater than 12 months, unless mutually agreed otherwise between the Employer and the Union.
- Upon completion of the term or task the nurse, if employed by the Branch immediately prior to her appointment to said term, shall revert to her original status.

Nurses newly hired for said term may be released and such release shall not be the subject of a grievance or arbitration unless such release is due to exercising a right under the collective agreement.

When a Term Nurse position becomes permanent, the position will be posted according to the terms and conditions of the Collective Agreement.

3.02 Registered Nurse

A Registered Nurse is defined as a person who holds a certificate of competence from the College of Nurses of Ontario, in accordance with the Regulated Health Professions Act. A Registered Nurse is required to present her current certificate of competence to the Executive Director or her designate by 15 February of each year. This date may be extended where the nurse provides a reason satisfactory to the Executive Director or her designate. Failure to provide the certificate or such satisfactory reason shall result in a suspension from duty until the current certificate is presented.

3.03 Graduate Nurse

A Graduate Nurse is defined as a nurse with registration incomplete, who is a graduate of a programme acceptable to the College of Nurses of Ontario and is either in the process of being certified by the College of Nurses of Ontario or is completing certification requirements. This certification shall be completed within 24 months following date of hire. Where a nurse fails to complete such certification requirements, she will be terminated and such termination shall not be the subject matter of the grievance or arbitration procedure.

3.04 The word "nurses" when used throughout this agreement shall mean persons employed by the Employer and covered by this Agreement.

3.05 Whenever the feminine pronoun is used in this agreement, it includes the masculine pronoun where the content so requires. Where the singular is used, it may also be deemed to mean the plural where the context so requires.

ARTICLE 4 - MANAGEMENT FUNCTIONS

4.01 The Association recognizes that the Employer has retained and shall possess and exercise all rights, functions, powers, privileges and authority that it possessed prior to the execution of this Collective Agreement except those that are expressly and specifically relinquished or restricted in this Collective Agreement.

4.02 The Employer shall not exercise its management rights in such a way as to be in violation of a specific provision of this Collective Agreement.

4.03 The Employer retains the sole right to make, enforce and alter from time to time reasonable rules and regulations to be observed by the nurses.

ARTICLE 5 - NO DISCRIMINATION

- 5.01 The Employer and the Association agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any nurse because of her membership or non-membership in the Association or activity or lack of activity on behalf of the Association or by reason of exercising her rights under the Collective Agreement, or any applicable legislation.
- 5.02 It is agreed that there will be no discrimination by either party or by any of the nurses covered by this Agreement on the basis of race, creed, colour, national origin, sex, sexual orientation, marital status, age, political or religious affiliation or any factor which is not pertinent to the employment relationship.
- 5.03 The Association agrees that there will be no Association activity or solicitation for membership on employer premises or during working hours except with the written permission of the Employer or as specifically provided for in this Agreement.
- 5.04 (a) The parties agree that sexual harassment by any person employed by the Employer will not be tolerated in the work place.
- (b) Sexual harassment is defined as:
- i) inappropriate touching, including touching which is expressed to be unwanted;
 - ii) suggestive remarks or other verbal abuse with a sexual connotation;
 - iii) compromising invitation;
 - iv) repeated or persistent leering at a person's body;
 - v) demands for sexual favours;
 - vi) sexual assault.
- (c) Grievances under this clause will be handled with all possible confidentiality and dispatch.

ARTICLE 6 - NO STRIKE, NO LOCKOUT

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

ARTICLE 7 - ASSOCIATION SECURITY

- 7.01 The Employer shall deduct from the total monthly pay due to each nurse who is covered by this Agreement a sum equal to the regular monthly Association dues of each nurse. In the case of newly employed nurses, such deductions shall commence in the month following their date of hire.
- 7.02 The Association shall notify the Employer, in writing, of any change in the amount of such regular Association dues at least one month prior to the effective date of such change.
- The Employer will send to the Ontario Nurses' Association monthly, its cheque for the dues so deducted, along with a list of the names and the amount of such deduction for each nurse. The list shall show the social insurance number of each nurse, terminations, new hires, leaves of absences and, as well, the addresses and telephone numbers of each nurse as hired. A copy of this list will be sent to the local Association.
- 7.03 The Association shall indemnify and save the Employer harmless from any claims from nurses as a result of dues having been collected in accordance with the terms of this Agreement.
- 7.04 The Employer shall provide each nurse with a T-4 slip showing the dues deducted in the previous year for income tax purposes.
- 7.05 The Employer shall provide the bargaining unit president with the name, address, classification, employment status, and wage rate of each new employee within one (1) month of the employee's start date.

ARTICLE 8 - ASSOCIATION COMMITTEES AND REPRESENTATIVES

- 8.01 The Employer will recognize the following:
- (a) Two (2) Nurse Representatives for the purpose of dealing with Association business as provided in this Agreement;
 - (b) A Grievance Committee of two (2) nurses;
 - (c) A Negotiating Committee of two (2) nurses representing both full-time and part-time nurses and an Employment Relations Officer of the Ontario Nurses' Association;
 - (d) An Association-Management Committee composed of an equal number of representatives of the Employer and the Association which will not normally exceed more than two of each. Meetings of this Committee shall be held regularly and at the request of either party. Agenda items to be discussed shall be exchanged in writing at least five days prior to the meeting. This Committee shall promote and provide for effective and meaningful communication of information and ideas and shall make joint recommendations on matters of concern including the quality and quantity of nursing care and other professional matters. Minutes of this meeting

shall be kept and signed by both parties. The role of Chairperson shall rotate between the parties.

- 8.02 The Association will supply the Employer with the names of its representatives and changes thereto.
- 8.03 (a) If a Representative must leave her regular duties for a period of time in order to attend to Association business, she will first obtain the permission of her Supervisor. Such permission will not be unreasonably withheld. Upon completion of her business, the Representative will report to her Supervisor and then return to her regular duties.
- (b) Representatives of the Local Association shall be paid at their appropriate rates of pay under 8.01(a) for all time spent during the individual nurse's regular working hours for Union business as described in those clauses except that:
- i) the Employer shall not be required to pay nurses on the Negotiating Committee to attend at conciliation nor in the event of meetings during a labour dispute;
 - ii) the Employer shall not be required to pay nurses on the Grievance Committee or the grievor for time spent at arbitration hearings.
- 8.04 During the orientation period of newly hired nurses, a nurse representative will be allowed a reasonable period of time, not to exceed 15 minutes, within regular working hours to acquaint them with the Association. These interviews shall be scheduled in advance by the Employer.
- 8.05 Occupational Health & Safety Committee
- (a) The Employer and the Association agree that they mutually desire to maintain standards of health and Safety in the workplace in order to prevent accidents, injury and illness.
 - (b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Occupational Health and Safety Committee, at least one representative selected or appointed by the Association from the bargaining unit. During the term of this agreement, not more than one of the employees representing workers will be trained to be a certified worker under the *Occupational Health & Safety Act*.
 - (c) Such Committee shall identify potential dangers and hazards, institute means of improving Health and safety programmes, and recommend actions to be taken to improve conditions relating to occupational health and safety.
 - (d) The Employer agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its function.

- (e) Meetings shall be held at least once every three months or more frequently at the call of the Chair, if required. The Committee shall maintain minutes of all meetings and make same available for review.
- (f) All time spent by a member of the Occupational Health and Safety Committee attending meetings of the Committee shall be deemed to be time worked for which she shall be paid by the Employer at her appropriate rate and she shall be entitled to such time from her work as is necessary.

8.06 Professional Development and Educational Program

In its aim to provide highest quality visiting nursing care, the Employer recognizes the need for programmes to assist the nurses' professional growth. These shall include:

- (a) An orientation programme;
- (b) A staff in-service educational programme;
- (c) A supervisory programme which includes a written evaluation and periodic conferences;
- (d) Staff attendance at professional nursing association meetings, short term workshops or institutes relevant to the nurse's work at the discretion of the Executive Director.

ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURES

- 9.01 The Employer and the Association agree that it is important to resolve complaints and grievances as quickly as possible. The Nurse, the Association or the Employer may present a complaint at any time without recourse to the formal grievance procedure.
- 9.02 In computing the days for taking any action or giving any notice, Saturdays, Sundays or holidays as defined in Article 15 shall not be counted.
- 9.03 At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, a nurse is entitled to be represented by her Union representative. In the case of suspension or discharge, the Employer shall notify the nurse of this right in advance.
- 9.04 A grievance shall be defined as an alleged difference over the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable. Grievances shall be filed on the form set out in Appendix 1.

9.05 Step One:

It is the mutual desire of the parties to this Agreement that differences shall be resolved as quickly as possible and it is understood that a nurse has no grievance until she has first given her immediate supervisor the opportunity of adjusting her complaint. Such complaint shall be discussed within ten working days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the nurse. After the discussion, the supervisor shall confirm her response in writing. Failing settlement within five working days, it shall be taken up as a grievance within five working days following receipt of the immediate supervisor's decision.

9.06 Step Two:

A nurse will submit a grievance in writing to the Executive Director stating the nature of the grievance, the remedy sought and the provisions of the Agreement which are alleged to have been violated. The Executive Director shall meet with the Association within ten working days of the referral and shall render her decision in writing with a copy to the Employment Relations Officer within ten working days of such meeting.

9.07 The release of a probationary nurse shall not be subject to the grievance procedure unless the probationary nurse is released for exercising a right under this Agreement. A claim by a nurse who has completed her probationary period that she has 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 Two within five working days after the date the discharge or suspension is affected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- (a) confirming the Employer's action in dismissing the nurse;
- (b) reinstating the nurse with or without loss of seniority and with or without full compensation for the time lost;
- (c) by any other arrangement which may be deemed just and equitable.

9.08 Group Grievance

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

9.09 Policy Grievance

Any difference arising between Employer and Association concerning the interpretation, application, administration or alleged violation of this Collective Agreement may be submitted in writing by either party at Step #2 within ten working days following the circumstances giving rise to the complaint or grievance.

If such grievance cannot be resolved within ten working days by discussion between the Employer and the Association at a grievance meeting, such grievance may be referred to arbitration.

9.10 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 12 working 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 ten working 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 seven working days, inform the other party of the name of its nominee to the arbitration board. The two nominees so selected shall, within ten working days of the nomination of the second of them, select a mutually acceptable third person who shall be the chairperson. If one of them fails to name its nominee, or the two nominees fail to agree upon a chairperson within the time limits, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

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

9.12 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.

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

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

9.15 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.

- 9.16 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.
- 9.17 All agreements under the grievance procedure between the representatives of the Employer and the representatives of the Association will be final and binding upon the Employer and the Association and the nurse(s).

ARTICLE 10 – SENIORITY

- 10.01 Seniority for full-time nurses shall be defined as length of continuous service with the Employer since date of last hire. Seniority for part-time nurses shall be based on hours worked accumulated since date of last hire. It is recognized that 1500 hours worked equals one year of full-time service.
- 10.02 The probationary period for full-time nurses shall be six months worked from date of last hire. For regular part-time and casual nurses it shall be the later of six months or 450 hours worked.
- The Employer may extend the probationary period for three (3) months or 225 hours worked, whichever occurs first, with notice to the Union including reasons for the extension.
- 10.03 The Employer will keep up to date seniority lists for full-time, part-time and term nurses and post them in a conspicuous place, and supply copies of the current lists to the Association twice a year in January and July, and prior to any layoff.**
- 10.04 Seniority shall be retained and accumulated when a nurse is absent from work under the following conditions:
- (a) when on leave of absence with pay;
 - (b) when in receipt of paid sick leave;
 - (c) when in receipt of WSIB benefits for any injury sustained while in the employ of the Employer;
 - (d) when on pregnancy/parental leave in accordance with the *Employment Standards Act*;
 - (e) when on layoff of one year or less.
- 10.05 Seniority and service shall be retained but not accumulated when a nurse is;
- 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 10.04 (c).

The nurse will become responsible for full payment of any subsidized employee benefits in which she is entitled to participate during the period of absence. She may arrange with the Employer to prepay the full premium of any applicable subsidized benefits during the leave to ensure her continuing coverage.

When a nurse is in receipt of WSIB benefits, the Employer will continue to pay its share of the subsidized employee benefits, unless the nurse indicates in writing that she does not wish to continue her participation in the benefit plans. This will be for a maximum of one (1) year unless the nurse does not pay her share of the contributions.

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

- (a) resigns;
- (b) is discharged and not reinstated under the grievance and/or arbitration procedure;
- (c) is laid off for more than one year;
- (d) fails, upon being notified of a recall, to signify her intention to return within five working days after she has received her notice of recall mailed by registered mail to the last known address according to the records of the Employer and fails to report to work within five working days after she has received the notice of recall or such further period of time as may be agreed upon by the parties;
- (e) fails to report to work as scheduled at the end of a leave of absence, vacation or suspension 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
- (g) refuses to continue to work or return to work during an emergency which seriously affects the Employer's ability to provide adequate client care, unless a satisfactory reason is given to the Employer.
- (h) With respect to casual part-time nurses only, where a casual nurse is not available for work when called for a period of six (6) consecutive months, without a reason acceptable to the Employer.
- (i) With respect to term nurses only, where a nurse completes a term assignment and does not subsequently post into a permanent position with the Employer.

10.07 A nurse's full seniority and service shall be retained by the nurse in the event that she is transferred from full-time to part-time status or vice versa. A part-time nurse who changes her status to full-time status will be given credit for seniority on the basis of 1500 hours worked being equivalent to one year of full-time service and vice versa. In addition a nurse who is so transferred will be given credit for hours worked since date of last advancement.

10.08 Position Outside the Bargaining Unit

Any nurse presently in the bargaining unit who elects to transfer to a position outside of the bargaining unit may be hired into the bargaining unit after the Employer has complied with the job posting and recall provisions. In such event, the returning nurse shall be given a seniority date as of her date of last entry into the bargaining unit for purposes of job opportunity, layoff and other non-monetary benefits and provisions. She shall retain her last date of hire with the Employer for the calculation of salary and any monetary benefits.

ARTICLE 11 - JOB POSTING

11.01 (a) Subject to Article 10.07, 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 calendar days. Nurses shall submit written applications for the vacancy within the period indicated on the notice.

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

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

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

11.02 Nurses from within the bargaining unit shall be given the first opportunity to fill temporary full-time vacancies provided they are qualified to perform the work in question. The Employer will outline the conditions and duration of such vacancies.

ARTICLE 12 - LAYOFF AND RECALL

12.01 (a) A layoff shall be defined as a reduction of the number of employees in the bargaining unit. It is understood that temporary reductions in normal hours of work due to fluctuations in business volumes shall not be considered to be a layoff.

- (b) In the event that a reduction in the nursing force is required and the Employer plans to conduct a layoff, the Employer shall layoff nurses in inverse order of seniority at the time of layoff provided that the nurses who are entitled to remain are qualified to perform the available work on the basis of their skill, ability, experience and qualifications.
- (c) In the event of a layoff within a specific geographic area or team, 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.

The affected nurse may accept the layoff, or accept another assignment (if available), or displace the least senior nurse in the area of the nurse's choosing, whose work she is qualified to perform, provided that the remaining nurses in that area are qualified to perform the work available.

Nurses utilizing the bumping process shall be entitled to displace a junior nurse. Part-time nurses may only displace another part-time nurse but a full-time nurse may displace another full-time nurse or a part-time nurse.

- (d) Nurses shall be recalled in order of seniority, unless otherwise agreed between the Employer and the Association, provided that the senior nurse is qualified to perform the available work on the basis of her skill, ability, experience and qualifications.
- (e) In the event of a proposed layoff of a permanent or long term nature, the Employer will:
 - i) provide the Association with 30 days' notice;
 - ii) meet with the Association to review:
 - A) the reasons causing the layoff;
 - B) the service which the Employer will undertake after the layoff;
 - C) the method of implementation, including areas of cutback and the nurses to be laid off.
 - iii) No new nurse will be hired nor will agency nurses be used nor will nurses be assigned overtime when there is a nurse(s) on layoff.
 - iv) A laid off full time nurse may accept a temporary part time assignment and a part time nurse may accept a temporary full time assignment without relinquishing their recall rights.

12.02

When the RFP process is triggered by the CCAC, VON will, upon request, meet with the Union to discuss the process and timelines associated with the RFP.

ARTICLE 13 - EMPLOYEE FILES

- 13.01 Any letter of reprimand, suspension or other sanction will be removed from the record of a nurse 18 months following the receipt of such letter, suspension or other sanction provided that such nurses' record has been discipline free for the immediately preceding 12 months during which a nurse has worked.
- 13.02 When any type of evaluation, performance appraisal, progress report or assessment related to job performance, nursing practice or other employment related matter is completed with respect to any nurse, it shall be reviewed with the nurse. A copy of the completed performance appraisal will be provided to the nurse.
- 13.03 Upon request and after having given reasonable notice, a nurse may review her file in the presence of her supervisor or designate and be provided with a copy of any document contained therein.

ARTICLE 14 - LEAVE OF ABSENCE

- 14.01 Requests for personal or educational leave of absence without pay will be considered on an individual basis by the Employer. Such requests are to be made in writing at least four weeks in advance to the nurse's immediate supervisor and a written reply will be given within seven working days of the receipt of such request, except in cases of emergency. Except in unusual circumstances, a leave of absence other than for educational reasons will not be granted until one year's continuous service has been completed.
- 14.02 Association Leave
- (a) Subject to service needs and staffing requirements, leave of absence to attend Association business may be granted to nurses based on the following conditions:
- i) requests for such leave shall be made in writing by the Association to the Employer giving as much notice as possible, with a minimum two weeks advance notice, except in cases of emergency. The Employer shall indicate in writing whether or not the request has been approved.
 - ii) not more than two nurses at any one time be allowed such leave.
 - iii) such leave shall not exceed twenty-five (25) cumulative days per fiscal year.
 - iv) where such leave has been granted under subsection (i), the Employer shall maintain the nurse's salary and benefits. The Local Association agrees to reimburse the Employer in the amount of the daily rate of the nurse plus an amount for any applicable subsidized benefits. The Employer will bill the Local Association within a reasonable period of time.

(b) Board of Directors

A nurse who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President, shall be granted leave of absence without pay upon written request and after giving reasonable notice. Nurses shall continue to accrue seniority and service during such leave of absence. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer, and the Association agrees to reimburse the Employer the amount of the full cost of such salary and applicable benefits.

(c) President, ONA

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

14.03 Compassionate Leave

The following shall be granted:

Following a death in the nurse's immediate family, she shall be granted up to three (3) days off plus two (2) days for travelling if required. A member of her immediate family shall mean: brother, sister, spouse, child, mother, father, grandparent, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-parent, step-child, same sex partner, legal guardian, fiancée. The nurse shall receive her 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 her aunt, uncle, niece or nephew.

14.04 Pregnancy/Parental Leave

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

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

- (b) The nurse shall give written notification at least two weeks in advance of the date of commencement of such leave and of the expected date of return and a certificate from a legally qualified medical practitioner. 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 shall reconfirm her intention to return to work on the date originally approved in subsection (b) by written notification received by the Employer at least four weeks in advance. The nurse has the right to return to her former position, if it still exists, or to a comparable position, if it does not.
- (d) Each nurse/parent who has worked for the same employer for 13 weeks shall be granted 35 weeks of unpaid parental leave or 37 weeks if pregnancy leave not taken. Natural mothers, if they take parental leave, must take it at the end of the pregnancy leave.

All other parents may take this leave within 52 weeks of the child being born or coming into care.
- (e) A nurse shall be permitted to commence her pregnancy leave at any time up to 17 weeks before the expected date of delivery.
- (f) A nurse shall continue to accumulate seniority and service rights and shall continue to participate in the pension plan and group benefits plan unless she elects in writing not to do so.
- (g) Parents shall be defined to include adoptive parents and a person in a relationship of some permanence with the natural or adoptive mother or father of the child and who intends to treat the child as his or her own.

14.05 Jury and Witness Duty

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

14.06 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 her 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 her designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority. A written approval or denial with explanation will be forwarded to the applicant within four 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 Association 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 her until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the nurse.
- (h) All benefits shall be kept whole during the four 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 her designate. Deferred salary, plus accrued interest, if any, will be returned to the nurse, within a reasonable period of time.

- (m) If the nurse terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the nurse within a reasonable period of time. In 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 her 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 her former position unless the position has been discontinued, in which case she 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 14.06 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 15 - DESIGNATED HOLIDAYS

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

New Year's Day	Good Friday
Family Day	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 float holiday after she 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 shall replace a float day(s).

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

- 15.03 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 1-1/2 times her 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 her regular rate of pay.
- 15.04 (a) Where a holiday falls during a full-time nurse's scheduled vacation period, her vacation shall be extended by one day unless the nurse and the Employer agree to schedule a different day off with pay.
- (b) Where a holiday falls on a full-time nurse's scheduled day off, an additional day off with pay will be scheduled.
- 15.05 In order to qualify for pay for a holiday, a full-time nurse shall complete her full scheduled shift on each of the working days immediately preceding and following the holiday unless excused by the Employer.
- 15.06 When a nurse is scheduled to work a weekend which precedes a designated holiday set out in Article 15.01, she shall be expected to work the holiday unless mutually agreed otherwise between the Employer and the nurse.
- 15.07 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 15.01, she will not be scheduled to work the paid holiday.
- 15.08 The Employer will endeavour to divide the designated holidays to be worked equally amongst the nurses.

ARTICLE 16 – VACATION

- 16.01 All full-time nurses shall be granted vacation with pay as follows:
- (a) less than one year of full-time continuous employment - 1.25 days per month of full-time continuous service;
- (b) one or more years, but less than three years of full-time continuous service - three weeks;
- (c) Three or more years, but less than 15 years of full-time continuous service – four (4) weeks;
- (d) Fifteen (15) or more years, but less than twenty-five (25) years of full time continuous service- five (5) weeks;
- (e) Twenty-five (25) or more years of full time continuous service – six (6) weeks.

16.02 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:

- (a) three (3) week entitlement - 6%
- (b) four (4) week entitlement - 8%
- (c) five (5) week entitlement - 10%
- (d) six (6) week entitlement - 12%

Vacation pay will be paid on each pay period.

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

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

- 16.05
- (a) Written requests for vacation time off from July 1st to December 31st shall be submitted to the supervisor responsible for scheduling by February 28th each year.
 - (b) Written requests for vacation time off from January 1st to June 30th shall be submitted to the supervisor responsible for scheduling by September 30th each year.
 - (c) Vacation schedules will be posted by March 15th and October 15th. Seniority shall govern where conflicts arise between requests of two (2) or more nurses.
 - (d) A nurse may not change her authorized vacation time without the prior approval of her immediate supervisor.
 - (e) From June 15th to September 15th, vacation time shall be limited to two (2) consecutive weeks off per staff member, unless service needs and staffing requirements permit additional vacation days.
 - (f) No vacation will be granted between December 15th and January 8th.
 - (g) A week of vacation shall be defined as seven (7) consecutive calendar days which include five (5) vacation days and two (2) days off.
 - (h) The weekend before and after the vacation shall be scheduled off.
 - (i) The vacation year runs from April 1st to March 31st. Vacation may not be carried over from one (1) fiscal year to the next.

- 16.06 (a) 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.
- (b) Where a full-time nurse's scheduled vacation is interrupted due to a bereavement dealt with by Article 14.03, 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.

ARTICLE 17 - SICK LEAVE

Sick leave is the granting of time off with pay for absences from regularly scheduled hours due to legitimate personal illness.

- 17.01 Each full-time nurse shall accumulate sick leave credits at the rate of 1-1/2 days per month of service up to a maximum of 120 working days.
- 17.02 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.
- 17.03 Designated holidays and regular days off shall not form part of the illness period.
- 17.04 A part-time nurse or a nurse who transfers from full-time to part-time shall have her accumulated sick bank credits frozen for one year. Such bank shall be reinstated should such nurse transfer back to full-time within one year.

ARTICLE 18 - HOURS OF WORK AND SCHEDULING

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

- 18.01 The regular hours of work for all full-time nurses will be:
- (a) seven and one half 7-1/2 hours per day, exclusive of a half hour unpaid meal period;
- (b) seventy-five (75) hours per two week period;
- (c) shall include no more than seven consecutive shifts unless mutually agreed to by the nurse and the Employer.

- 18.02 A Nurse shall be entitled to rest periods on the basis of fifteen (15) minutes during each half shift. A nurse shall only be entitled to a second break in a work day where the full shift is more than 6.5 hours of work. Nurses shall not take extra time, leave work early, nor shall they claim any overtime as a result of missing rest periods.
- 18.03
- (a) There shall be no split tours, except when a nurse requests.
 - (b) Work schedules shall be posted four (4) weeks in advance.
 - (c) If a nurse is required to work a second consecutive and subsequent weekend, she will receive premium payment of 1-1/2 times for all hours worked on that weekend except where:
 - i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse;
 - ii) such nurse has requested weekend work;
 - iii) such weekend is worked as the result of an exchange of shifts with another nurse;
 - iv) such weekend is worked in conjunction with a designated holiday.
 - (d) Nurses shall not be required to work more than one (1) weekend in two (2), except in exceptional circumstances.
 - (e) Nurses will be allowed to exchange shifts. Such changes initiated by nurses shall not result in additional cost to the Employer in the form of overtime, premium payments or otherwise. All changes shall be approved in advance by the nurse's immediate supervisor.
 - (f) 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.
 - (g) A nurse shall not be scheduled to work both Christmas and New Year's unless she agrees 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.
- 18.04 The approved posted schedule shall provide a minimum of sixteen (16) hours off between scheduled tours unless mutually agreed otherwise.
- 18.05 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.

18.06 Availability of Part-time Nurses

- (a) 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.
- (b) A part-time nurse may also indicate the other tours on which she is available to work and shall be prepared to work should the need arise, unless the nurses provides twenty-four (24) hours advance notice that she is no longer available, except in cases of illness or injury.
- (c) 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.
- (d) The scheduling of a part-time nurse for weekend work will be in accordance with Article 18.03 (d) 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.

18.07 Casual Utilization

- (a) 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.
- (b) 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 18.03 (e) is to be followed.
- (c) 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.

18.08 Volume Fluctuations and Short shifts

- (a)
 - i) The Employer will endeavour to keep the number of short shift assignments (working shifts of less than the normal daily hours) to a minimum
 - ii) 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.
 - iii) The Employer will make a reasonable effort to schedule senior nurses for full shifts. If a senior nurse is assigned to work less than a full shift, she 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).

- (b) 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 her 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.

ARTICLE 19 - PREMIUM PAYMENT

19.01 All time worked in excess of a ten (10) day, 75 hour fortnight averaged over a two (2) week period or 7-1/2 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 her 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 her by the Employer shall receive payment at the rate of 1-1/2 times.

19.02 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, she will receive three (3) hours' pay at her regular hourly rate. Such cancellations will not be considered layoff.

19.03 A nurse who is called in or reports for work as scheduled and is not required to work shall, unless otherwise notified by the Employer, receive a minimum of four (4) hours' pay at her regular hourly rate. Such nurse shall be required to perform any nursing duties assigned by the Employer.

19.04 **Call Back:**

A Nurse who has arrived at her residence following the completion of her regular shift and is required to report back to work before commencement of her next scheduled shift shall be paid overtime rates of pay, with guaranteed minimum of three (3) hours at basic rates. If the extra time worked under this subsection

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

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

19.06 Shift Premium

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.

Weekend Premium

19.07 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.

ARTICLE 20 – MISCELLANEOUS

20.01 The Employer shall provide a bulletin board for the sole use of the Association 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 adverse to the interests of the Employer. The Employer shall have the right to remove the posting of any information that it deems to be adverse to its interests.

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

20.03 An itemized statement of all deductions, premiums and changes of salary will be issued on each pay day. Separate cheques will be issued in a sealed envelope. Nurses leaving the employ of the Employer shall be paid all outstanding monies on the next regularly scheduled pay date.

20.04 Prior to effecting any changes in the Employer's policies or rules which would affect nurses covered by this Agreement, the Employer shall first discuss such proposed changes with the Association.

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

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

20.07 If weather conditions preclude safe driving a nurse may, at her discretion, not perform her scheduled field duties. Nurses will be compensated for the time spent performing scheduled duties, if any.

20.08 Workplace Accommodation

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

- (a) The Employer will notify the President of the Local Nurses' Association of the names of all nurses off work due to a work related injury (whether or not the nurses are in receipt of WSIB Benefits) and those on LTD by the 15th of each month.
- (b) When it has been medically determined that a nurse is unable to return to the full duties of her position due to a disability or injury, the Employer will notify and meet with a member of the Local Executive and employee, and, if necessary, a staff representative of the Ontario Nurses' Association to discuss the circumstances surrounding the nurse's return to suitable work.
- (c) The Employer agrees to supply the nurse with a copy of the Workplace Safety and Insurance Board's Form 7 (Employer's Report of Accidental Injury or Industrial Disease).
- (d) In order to enable a nurse to return to work following a long term illness or disability, job posting requirements may be waived when the appropriate vacancy arises.
- (e) The Employer may permanently fill the position of a nurse who is in receipt of WSIB Benefits or on LTD in excess of 18 months subject to the provisions of the Human Rights Code and the duty to accommodate.

ARTICLE 21 – BENEFITS

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

- (a) The Employer agrees to pay 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.
- (b) A nurse may elect to purchase additional voluntary life insurance and accidental death and dismemberment insurance in accordance with the terms of the Plan.
- (c) The Employer agrees to contribute 50% of the billed premium towards coverage of eligible nurses in the active employ of the Employer under the

Extended Health Care Plan as provided under the VON Canada National Group Benefits Plan. The balance of the monthly premiums is paid by the nurse through payroll deductions.

- (d) The Employer agrees to contribute 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.
- (e) 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.
- (f) 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.

21.02 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.

21.03 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.

ARTICLE 22 - PENSION PLAN

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

ARTICLE 23 – TRANSPORTATION

23.01 Mileage Allowance

A mileage allowance of forty \$0.40 cents per kilometre will be paid for all kilometres driven by a nurse commencing from the home of her first client each day or from the branch office and terminating at the home of her last client or the branch office.

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

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. Salary levels reflect pay equity in place at time of signing.
- 24.02 Where she has demonstrated satisfactory performance, each full-time nurse shall receive a pay increment at the anniversary of her first year worked with the Employer and on each subsequent anniversary date. Each part-time nurse shall be paid an increment after every 1500 hours worked where she has demonstrated satisfactory performance.
- 24.03 The hourly salary rates payable to a regular or casual part-time nurse include 10% compensation in lieu of pension, health benefits, paid holidays and sick leave. The foregoing percentage in lieu shall be reduced by 5.5% for any such employee who is enrolled in the pension plan. This amount is not in lieu of any premium payments.
- 24.04 A graduate nurse in the employ of the Employer, upon presenting proof of current Certificate of Competence issued by the College of Nurses of Ontario shall be given the salary of the registered staff nurse as provided in this Article, effective the date the nurse presents proof of successfully passing the certification examination to the Executive Director or her designate, or to the date of last hire, whichever is later.
- 24.05 When a new classification in the bargaining unit is established by the Employer, or the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, or where a nurse alleges she has been improperly classified, the Employer shall advise the Association of such new or changed classification and the rate of pay established. If requested, the Employer agrees to meet with the Association to review the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Association challenges the rate of pay established by the Employer and the matter is not resolved following any meeting with the Association, a grievance may be filed at Step Two of the grievance procedure within seven calendar days following any meeting. If the matter is not resolved in the grievance procedure it may be referred to arbitration.
- Any change in the rate established by the Employer through meetings with the Association or by a Board of Arbitration shall be retroactive to the time at which the new or changed classification was first filled.
- 24.06 A nurse who is promoted to a higher rated classification within the bargaining unit will be placed on the level of the salary schedule of the higher rated classification so that she will receive no less an increase in salary than the equivalent of one step in the salary range of the previous classification.
- 24.07 Retroactivity
- Unless otherwise specified, All terms of the Collective Agreement shall become effective upon the date of ratification by both parties to the Agreement.*
- 24.08 Previous Experience Credit

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

24.09 Responsibility Pay

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 her regular rate of pay.

ARTICLE 25 – DURATION

25.01 This Agreement shall have a term of April 1, 2015 to March 31st, 2016, provided that no amendments to the previous Collective Agreement shall have retroactive application prior to the date of ratification of this agreement. The agreement 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.

25.02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of ninety (90) days prior to the expiration of this Agreement or of any anniversary of such expiration date.

DATED AT Oshawa, ONTARIO THIS 15 DAY OF March, 2016.

FOR THE EMPLOYER

Liz Loftus
Executive Director

Care and Service Manager,
Administration

FOR THE UNION

Bev Dalys
Labour Relations Officer

Linda Evans
Bargaining Unit President

SCHEDULE "A" - SALARIES**REGISTERED NURSES**

Effective and retroactive to April 1, 2015, the wage grids will be increased by 0.75% as reflected below:

	Current	April 1, 2015
Start	\$24.14	\$24.32
1 Year	\$25.32	\$25.51
2 Years	\$26.56	\$26.76
3 Years	\$27.87	\$28.08
4 Years	\$29.23	\$29.45
5 Years	\$30.66	\$30.89
6 Years	\$32.17	\$32.41
7 Years	\$33.74	\$33.99
8 Years	\$35.63	\$35.90

PALLIATIVE PAIN AND SYMPTOM MANAGEMENT CONSULTANT (PPSMC)

	Current	April 1, 2015
Start	\$27.60	\$27.81
1 Year	\$29.15	\$29.37
2 Years	\$30.70	\$30.93
3 Years	\$32.25	\$34.49
4 Years	\$33.80	\$34.05
5 Years	\$35.35	\$35.62
6 Years	\$36.90	\$37.18
7 Years	\$38.45	\$38.74
8 Years	\$40.00	\$40.30

Salary levels reflect pay equity in place at the time of signing.

MEMORANDUM OF AGREEMENT

Between:

VICTORIAN ORDER OF NURSES, DURHAM

And:

ONTARIO NURSES' ASSOCIATION

Re: Work Normally Performed by Members of the Bargaining Unit

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

DATED AT Oshawa, ONTARIO THIS 15 DAY OF March, 2016.

FOR THE EMPLOYER

Liz Loftus
Executive Director

Care and Service Manager,
Administration

FOR THE UNION

Bev Dalys
Labour Relations Officer

Linda Evans
Bargaining Unit President

LETTER OF UNDERSTANDING

Between:

VICTORIAN ORDER OF NURSES, DURHAM

And:

ONTARIO NURSES' ASSOCIATION

Re: Clinic Nurses

Clinic nurses are not covered by Articles 18.03(a) and 19.03. Such nurse shall be paid her regular rate of pay from the time she leaves the branch office to set up the clinic to the time she returns to the branch office after dismantling the clinic. She 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 3rd party clinic and a V.O.N. clinic.

DATED AT Oshawa, ONTARIO THIS 15 DAY OF March, 2016.

FOR THE EMPLOYER

FOR THE UNION

Liz Loftus
Executive Director

Bev Dalys
Labour Relations Officer

Care and Service Manager,
Administration

Linda Evans
Bargaining Unit President

LETTER OF UNDERSTANDING

Between:

VICTORIAN ORDER OF NURSES, DURHAM

And:

ONTARIO NURSES' ASSOCIATION

Re: 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 she shall be compensated at her regular straight time hourly rate of pay (Article 18.03 (c) and (d) 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 15.01, she 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.

DATED AT Oshawa, ONTARIO THIS 15 DAY OF March, 2016.

FOR THE EMPLOYER

FOR THE UNION

Liz Loftus
Executive Director

Bev Dalys
Labour Relations Officer

Care and Service Manager,
Administration

Linda Evans
Bargaining Unit President

LETTER OF UNDERSTANDING

Between:

VICTORIAN ORDER OF NURSES, DURHAM

And:

ONTARIO NURSES' ASSOCIATION

Re: VON Commission Process

The Parties hereby agree that the Commissioners Agreement attached hereto as Appendix 2 shall be incorporated into all existing collective agreements reached between VON and ONA. Such incorporation shall be effective immediately upon execution of the Letter of Understanding.

DATED AT Oshawa, ONTARIO THIS 15 DAY OF March, 2016.

FOR THE EMPLOYER

Liz Loftus
Executive Director

Care and Service Manager,
Administration

FOR THE UNION

Bev Dalys
Labour Relations Officer

Linda Evans
Bargaining Unit President

LETTER OF UNDERSTANDING

Between:

VICTORIAN ORDER OF NURSES, DURHAM

And:

ONTARIO NURSES' ASSOCIATION

Re: 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 Association and meet with the Association to discuss the implications of such funding changes.

DATED AT Oshawa, ONTARIO THIS 15 DAY OF March, 2016.

FOR THE EMPLOYER

FOR THE UNION

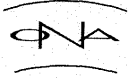
Liz Loftus
Executive Director

Bev Dalys
Labour Relations Officer

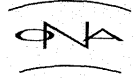
Care and Service Manager,
Administration

Linda Evans
Bargaining Unit President

APPENDIX 1



ONTARIO NURSES' ASSOCIATION
ASSOCIATION DES INFIRMIERES ET INFIRMIERS DU L'ONTARIO
GRIEVANCE REPORT/RAPPORT DE GRIEF



ONA LOCAL SECTION LOCALE DE L'AIO	EMPLOYER EMPLOYEUR	STEP ETAP E	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 OCCURANCE/NATURE DU GRIEF ET DATE DE L'EVENEMENT			
SETTLEMENT REQUESTED/REGLEMENT DEMANDE			
SIGNATURE OF GRIEVOR: SIGNATURE DU LA PLAIGNANTE:		SIGNATURE OF ASSOCIATION REP: SIGNATURE DE LA REP. DE L'AIO	
STEP ONE	EMPLOYER'S ANSWER/REPOSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION: DATE DE RECEPTION DU SYNDICAT:	
PREMIERE ETAPE		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	EMPLOYER'S ANSWER/REPOSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION: DATE DE RECEPTION DU SYNDICAT:	
DEUXIEME ETAPE		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	EMPLOYER'S ANSWER/REPOSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION: DATE DE RECEPTION DU SYNDICAT:	
TROIISIEME ETAPE		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	
<small>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 – AIO 3. BLEU – ASSOCIATION LOCALE 4. VERT – PLAIGNANTE</small>			

APPENDIX 2

VON Commissioner Process

Grievance Commissioner

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

ii) be confined to the grievance(s) referred to her/him.

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

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

Dana Randall
John Stout
Christine Schmidt

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

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

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