

**COLLECTIVE AGREEMENT**

Between:

**ONTARIO NURSES' ASSOCIATION**  
(hereinafter called the "Association")

And:

**VICTORIAN ORDER OF NURSES FOR CANADA-ONTARIO BRANCH,  
NORTH BAY SITE**  
(hereinafter called the "Employer")

EXPIRES: March 31, 2018

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## **ARTICLE 1 – PURPOSE**

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

## **ARTICLE 2 – RECOGNITION**

- 2.01 The Employer recognizes the 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.

## **ARTICLE 3 – MANAGEMENT FUNCTIONS**

- 3.01 The Association recognizes that the Employer has retained and shall possess and exercise all rights, functions, powers, privileges, and authority that it possessed prior to the execution of this Collective Agreement except those that are expressly and specifically relinquished or restricted in this Collective Agreement.
- 3.02 The Employer shall exercise its management rights in a manner, which is reasonable, and in accordance with the provisions of this Collective Agreement.

## **ARTICLE 4 – DEFINITIONS**

These definitions shall not alter the current bargaining unit composition outlined in Article 2.01.

- 4.01 A full-time nurse is employed on a permanent basis and is scheduled to work the standard hours of work as specified in this Collective Agreement.
- 4.02 A part-time nurse is one who is employed on a permanent basis and is regularly scheduled to work for less than the standard hours of work as specified in this Collective Agreement and in accordance with the commitment set out in Article 14.08 (a).
- 4.03 A casual nurse is a nurse for who there is no predetermined schedule and who has the right to accept or refuse offered hours of work subject to Article 14.08 (b).

4.04 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*. A registered nurse is required to present her current Certificate of Competence to the Executive Director or designate upon renewal.

A nurse who holds a Temporary Class Certificate of Registration must obtain her or his General Class Certificate of Registration prior to the expiry of her or his Temporary Class Certification of Registration. If the nurse fails to obtain his or her General Class of Registration prior to the expiry of the Temporary registration she or he will be deemed to be not qualified for the position of nurse and she or he will be terminated from the employ of the Employer. Such termination will not be subject of a grievance or arbitration.

4.05 The word “nurses”, as when used throughout this Agreement shall mean persons included in the bargaining unit outlined in Article 2.01.

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

#### **ARTICLE 5 – NO DISCRIMINATION**

5.01 The Employer and the Association agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any nurse because of her membership or non-membership in the Association, 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 The Association agrees that there will be no Association activity, solicitation for membership or collection of Association dues on Employer premises or during working hours except with the written permission of the Employer or as specifically provided for in this agreement.

5.03 It is agreed that there will be no discrimination by either party or by any of the nurses covered by this agreement on the basis of race, creed, colour, national origin, sex, sexual orientation, marital status, age, political or religious affiliation, disability, or any other factor which is not pertinent to the employment relationship.

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

Sexual harassment is defined as:

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

- (e) Demands for sexual favours.
- (f) Sexual assault.

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

- 5.05 The Employer and the Association recognize their joint duty to accommodate employees with disabilities in accordance with the provisions of the *Ontario Human Rights Code*.
- 5.06 The Employer will review at the Joint Occupational Health & Safety Committee any practices, procedures, and policies concerning the management of violent behaviour from clients, visitors, families or staff toward employees. The parties agree that these practices, procedures and policies shall be in compliance with the Employer's obligations pursuant to the workplace violence provisions of the *Occupational Health and Safety Act*.

#### **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 "lock-out" shall be as defined in the *Ontario Labour Relations Act*.

#### **ARTICLE 7 – ASSOCIATION SECURITY**

- 7.01 The Employer will deduct from each nurse covered by this agreement an amount equal to the regular monthly Association dues designated by 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 Association and the Vice-President, Finance of the Association shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the 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. Where the parties agree, the Employer may also provide the information in electronic format.

- 7.05 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.
- 7.06 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.
- 7.08 Where voice mail exists at the Site and the system has the capacity to accommodate the amount and type of communication requested, the Employer will co-operate in the provision of access by the Association to the system by providing a mailbox for ONA, for the sole purpose of notification of members regarding Association related matters. No nurse will be reprimanded for leaving a message on a nurse'(s) or team's voice mail when such message pertains to notification regarding Association related matters.

The Association shall abide by the procedures established for the system. There shall be no additional cost to the Employer.

## **ARTICLE 8 – REPRESENTATIVES AND COMMITTEES**

### 8.01 Nurse Representatives

The Employer agrees to recognize three (3) nurse representatives (one (1) RN, one (1) RPN and one (1) alternate) for the purpose of dealing with grievances and conducting Association interviews.

### 8.02 Grievance Committee

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

### 8.03 Association-Management Committee

There shall be an Association-Management Committee comprised of two (2) nurse representatives plus one (1) alternate, and two (2) management representatives. The Committee shall meet every two months unless otherwise mutually agreed. Agenda items to be discussed shall be exchanged in writing at least five 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 the Agreement. The Committee shall promote and provide for effective and meaningful communication.

### 8.04 Negotiating Committee

The Employer agrees to recognize a Negotiating Committee of two (2) nurse representatives (one (1) RN and one (1) RPN) for the purpose of negotiating renewals of the Collective Agreement.

8.05 Occupational Health & Safety Committee

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.

Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Occupational Health and Safety Committee, one (1) representative selected or appointed by the Association from the bargaining unit.

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 [3<sup>rd</sup>] month or more frequently if mutually agreed. The Committee shall maintain minutes of all meetings and make the same available for review.

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

8.07 The parties recognize that a nurse representative has the responsibility to perform her regular duties and to represent employees on Association business. If a representative must leave her regular duties for any period of time in order to attend to Association business she will coordinate the time needed to fulfil these duties with her supervisor. Upon completion of her business the representative will inform her supervisor that she has returned.

8.08 Representatives of the Association shall be paid at their regular rate of pay for all time used during their regularly scheduled hours of work in attending meetings or for fulfilling other duties related to their responsibilities under the Collective Agreement.

(a) The Employer shall be required to pay nurses on the Negotiating Committee up to but not including conciliation.

(b) The Employer shall not be required to pay nurses on the Grievance Committee or the grievor for time spent at arbitration hearings.

8.09 The Association Committees shall have the right to have the assistance of representative or consultants from or acting on behalf of the Ontario Nurses' Association. The Employer shall also have such rights.

8.10 During the orientation period of newly hired nurses, a nurse representative or officer of the Association will be allowed a reasonable period of time, not to exceed fifteen (15) minutes within regular working hours to acquaint them with the Association. During such interview, membership forms may be provided to the nurse. These interviews shall be scheduled in and a list of new hires will be sent to the Bargaining Unit President.

8.11 Inclement Weather

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.

**ARTICLE 9 – GRIEVANCE AND ARBITRATION PROCEDURE**

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

9.02 In computing the days for taking any action or giving any notice, Saturdays, Sundays or holidays shall not be counted. A formal grievance shall be one having to do with the interpretation or alleged violation of this Agreement. All grievances shall be in writing and contain a statement of facts giving rise to the grievance, the redress sought, and indication of the Article(s) of this Agreement on which the grievance is based. A formal grievance must be filed within ten (10) days of the circumstances giving rise to the grievance.

9.03 At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, or at any time a nurse is being investigated, a nurse is entitled to be represented by her or his Union Representative. In the case of suspension or discharge, the Employer shall notify the nurse of this right in advance. The nurse will be informed of the nature of the meeting and the Association will be given as much advance notice as possible.

The Employer agrees to provide written reasons within seven (7) days to the affected nurse in the case of discharge or suspension and further agrees that it will not suspend, discharge or otherwise discipline a nurse who has completed her or his probationary period, without just cause.

It is the mutual desire of the parties that complaints and differences be dealt with in a quick fashion. A nurse will discuss her complaint with her supervisor within seven (7) calendar days after the circumstances have occurred or ought reasonably to have come to the attention of the nurse. The supervisor shall reply within five (5) calendar days. If the matter is not resolved, it shall be taken up as a grievance.

Step 1

The written grievance shall be submitted to the Executive Director or designate, within five (5) calendar days of the supervisor's reply. A meeting may be held to pursue a settlement of the grievance. A reply shall be given within ten (10) calendar days of receipt of the grievance. The parties may have representatives from outside.



- 9.04 The following shall be the procedure in handling and processing nurse grievances submitted by the nurse.
- (a) A complaint that has been discussed with the employee's immediate supervisor and has not been resolved may be submitted in writing to the Senior Director of Labour Relations, or designate by using the identified form in Appendix "B".
  - (b) Once a grievance is initiated, the parties shall have a period, not to exceed forty (40) days, during which to hold meetings as necessary to discuss the issue and attempt to arrive at a resolution. The Association's Labour Relations Officer is entitled to attend such meetings at the request of either party.
  - (c) If, after the end of such forty (40) day period, the issue has not resolved either party may inform the other party within fourteen (14) days of its intent to forward the matter to arbitration. The sole arbitrator shall proceed by way of mediation-arbitration at the request of either party. Where such written notice is post-marked within twelve (12) days after the above forty (40) day period, it will be deemed to have been received within the time limits, such written notice shall propose the name of a sole arbitrator. Within ten (10) days thereafter, the other party shall agree in writing or propose an alternate name(s). If there is no agreement within fourteen (14) days, the Minister of Labour for the Province of Ontario shall have the power to effect such appointment upon application thereto by the party invoking the arbitration procedure. No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
  - (d) Notwithstanding (a) above, either party can notify the other that it does not feel the grievance can be resolved directly between the parties and that it intends to refer the grievance to arbitration in which case such notice to arbitrate will not be considered premature. Notwithstanding the notice to arbitrate, should the other party request a meeting, the first party will agree to attend such meeting to be scheduled as soon as possible.
- 9.05 In the event a nurse other than a probationary nurse is discharged and it is considered that an injustice has been done, the matter may be submitted as a grievance to the Senior Director of Labour Relations, or designate, no later than five (5) days of discharge.
- 9.06 A grievance arising directly between the Employer and the Association concerning the interpretation, application, administration or alleged violation of this agreement shall be submitted in writing to the Senior Director of Labour Relations, or designate, within ten (10) days following the circumstances giving rise to the grievance. It is expressly understood however, that the provisions of this Article may not be used with respect to a grievance directly affecting a nurse or nurses which such nurse(s) could have themselves instituted and the regular grievance procedure shall not be thereby bypassed.
- Note: Any of the time allowance may be extended by mutual agreement between the parties in writing.

- 9.07 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 Senior Director of Labour Relations, or designate within ten (10) days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the nurse(s).
- 9.08 The arbitration Board shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any new provisions in lieu thereof, or to give any decision contrary to the express intent or terms and conditions of this Agreement, or in any way modify, add to or detract from any provision of this Agreement. Each of the parties to this Agreement will share equally the fees and disbursements of the Sole Arbitrator.
- 9.09 Notwithstanding any other provisions of this Agreement. Each of the parties to this Agreement will share equally the fees and disbursements of the Sole Arbitrator.
- 9.10 Wherever "Sole Arbitrator" is referred to in this Agreement, the parties may mutually agree in writing to substitute a Board of Arbitration for the Sole Arbitrator at the time of reference to arbitration and the other provisions referring to Sole Arbitrator shall apply accordingly.

## **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 1950 paid hours, subject to 10.05.
- (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 fifty (450) hours. The probationary period for part-time nurses shall be four hundred fifty (450) hours worked or six (6) months, whichever comes first. 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 three (3) months for a full-time nurse, and a further two hundred and twenty-five hours (225) nursing hours for a part-time nurse. If accepted for permanent employment, her seniority shall commence from the date of her employment.
- 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 she has previously completed a probationary period. Where no such probationary period has been served, the number of hours worked immediately preceding the transfer shall be credited towards the probationary period.
- 10.04 (a) The Employer will keep up-to-date combined seniority lists for the nurses and supply copies of the current lists to the Association twice a year, in the months of January and July, and prior to any layoff.

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

- 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;
  - (d) When in receipt of Workplace Safety and Insurance Benefits for an injury sustained while in the employ of the VON;
  - (e) When on pregnancy/parental/adoption leave in accordance with the *Employment Standards Act*.
- 10.06 Seniority shall be retained but not accumulated when a nurse is absent from work under the following conditions:
- (a) When on an approved leave of absence without pay, exceeding thirty (30) continuous calendar days;
  - (b) When on layoff of up to twenty-four (24) months;
  - (c) When absent on account of accident or illness non-VON work related and not in receipt of sick leave credits.
- 10.07 Seniority shall be lost and an employee considered terminated when a nurse is absent from work under the following conditions:
- (a) Retirement;
  - (b) Resignation;
  - (c) Discharge which is not overturned by the grievance/arbitration procedure;
  - (d) Laid off for more than twenty-four (24) months;
  - (e) Fails, upon being notified of a recall, to signify her intention to return within five (5) calendar days after she has received her notice of recall mailed by registered mail to the last known address according to the records of the Employer and fails to report to work within seven (7) calendar days after she has received the notice of recall or such further period of time as may be agreed upon by the employee and Employer; and
  - (f) Fails to report to work as scheduled at the end of leave of absence, vacation or suspension unless there is a reasonable explanation given to the Employer, or utilizes a leave of absence for purposes other than that for which the leave was granted.

10.08 A nurse's full seniority and service shall be retained by the nurse in the event that she is reclassified from full-time to part-time or in the event she moves from casual to part-time or vice versa. A nurse whose status is changed from full-time to part-time shall receive credit for her 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 her 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 Positions Outside the Bargaining Unit

Any nurse who takes a management position for any reason shall have her seniority frozen at the time of exit to the management position. Upon return, if such return is within three (3) months unless a longer duration is mutually agreed by the Association and the Employer, such seniority will be reinstated and accumulation will again commence.

10.10 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.

10.11 Layoff and Recall

- (a) (i) A long term 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.
- (ii) In the event of a layoff, the Employer shall lay off nurses in reverse order of seniority within the affected geographic area or team and then in reverse order of the bargaining unit provided the nurses remaining are qualified to perform the available work. Probationary nurses shall be first laid off, followed by casual nurses.
- (iii) An employee who has been notified of a layoff may:
  - A) Accept the layoff and be placed on the recall list; or
  - B) Elect to transfer to an available vacant position of the same status with their classification or to casual status, provided she is qualified and able to perform the available work;
  - C) Displace an employee who has lesser bargaining unit seniority, provided she is qualified and able to perform the duties of the employee she displaces. Part-time employees may only displace part-time or casual employees but a full-time employee may displace another full-time or a part-time or casual employee;

- D) An employee shall indicate her decision as to which she is selecting within five (5) days of notification.
- (b) Nurses shall be recalled in order of seniority, unless otherwise agreed between the Employer and the Association.
- (c) No reduction in the hours of work shall take place to prevent or reduce the impact of layoff.
- (d) A nurse on layoff will be given job opportunities (vacancies) before any new nurses are hired into that category.
- (e) No new nurse will be hired when there is a nurse(s) on layoff.
- (f) A reduction of the part-time staffing complement is considered a layoff.
- (g) Temporary layoff will be defined as a layoff of six weeks and not more than thirteen weeks which is required due to a reduction of the workload. When such layoff is required, the staff affected will be given thirty (30) calendar days advance notice. When such layoff is required the Association will be notified and a meeting will be held between the parties to discuss the reasons for the layoff.
- (h) Permanent layoff will be defined as a layoff that will exceed thirteen (13) weeks due to a reduction in the workload. Any nurse affected by such a layoff will be given sixty (60) calendar days notice. The Employer will comply with the provisions as outlined below in permanent and long term actual numbers.

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

- (a) Provide the Association with no less than two (2) months notice of such layoff and;
- (b) Meet the Association to review the following:
  - i) The reasons causing the layoff;
  - ii) The service which the Employer will undertake after the layoff;
  - iii) Method of implementation including the areas of cutback and the nurses to be laid off; and,
  - iv) Any other alternatives.
- (c) In the event of a cutback in service, which will result in displacement of staff, the Employer will provide the Association with two (2) months' notice. If requested, the Employer will meet with the Association Management Committee to review the reasons and expected duration of the cutback in service, realignments of service or staff and its effect on nurses in the bargaining unit.

- (d) When an employee accepts a long-term layoff, she shall be entitled to receive severance pay in accordance with the *Employment Standards Act*.

CAUTIONARY NOTE:

If you have the seniority to bump someone and choose instead to take the layoff, you may disqualify yourself from Employment Insurance payments according to their rules and Severance pay according to the *Employment Standards Act*.

**ARTICLE 11 – JOB POSTINGS**

- 11.01 In the case of all vacancies and new positions in the bargaining unit, the Employer will post notice of such vacancy in each office for seven (7) calendar days prior to filling the position, and a copy sent to the Bargaining Unit President, in order that any interested nurse may apply. 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 posted by the Employer.
- 11.02 Nurses from within the bargaining unit shall be given the first opportunity to fill temporary vacancies. The Employer will outline the conditions and duration of such vacancies. Such temporary vacancy shall not exceed the time required to complete the specific circumstances, which gave rise to the temporary vacancy.
- 11.03 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, she will return to her 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 Site 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 Site.  
Vacation time does not need to be posted.
- 11.05 In assessing applicants for vacancies or new positions, the following factors shall be considered:
- (a) skill, ability, experience and qualifications; and
  - (b) seniority
- When factors in a) are relatively equal, b) shall govern. The Employer shall not administer this provision in an arbitrary fashion.
- 11.06 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.

## **ARTICLE 12 – LEAVES OF ABSENCE**

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

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

### 12.03 Leave for Association Business

Leave of absence without pay to attend Association business will be granted. The total of such days shall not exceed fifty (50) days per annum. No more than two (2) nurses shall be absent from duty at any one (1) time. Notwithstanding the forgoing, if operational requirement permits, up to a maximum of four (4) nurses may be absent on Association business at any one (1) time.

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

### 12.04 Leave – ONA Provincial Board of Directors

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

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

### 12.05 Leave – ONA Provincial President

A nurse elected to the office of President of the Ontario Nurses' Association shall receive a leave of absence for the term of the position. This term can be extended to a second term. The nurse shall continue to accrue seniority and service during her absence.

During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer the amount of the full cost of such salary and applicable benefits. The nurse agrees to notify the Employer of her intention to return to work at least four (4) weeks prior to the date of return.

### 12.06 Secondment/Special Projects

(a) A nurse who is seconded to a bipartite or tripartite committee/position involving the Health Sector or the Broader Public Sector shall be granted

a leave of absence without pay for a period of up to five (5) years. There shall be no loss of seniority or service during such leave.

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

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

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

#### 12.07 Professional and Education Leave

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

#### 12.08 Jury/Witness Duty

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

#### 12.09 Bereavement Leave

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.

#### 12.10 Pregnancy/Parental Leave

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

- (a) 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 a leave. This notice will be waived in the event of pregnancy complications, premature birth or the sudden coming into care of an adopted child.
- (c) The nurse has the right to return to her former position, if it still exists, or to a comparable position, if it does not.
- (d) Each nurse/parent who has worked for the same Employer for thirteen (13) weeks shall be granted unpaid parental leave in accordance with the provisions of the Employment Standards Act. Natural mothers, if they take parental leave, must take it at the end of the pregnancy leave. All other parents must begin this leave not later than thirty-five (35) weeks after the child is born or comes into care.
- (e) A nurse shall be permitted to commence her pregnancy leave at any time within the seventeen (17) weeks before the expected date of delivery.
- (f) A nurse shall continue to accumulate seniority service rights and shall continue to participate in the pension plan and group benefits plan unless she elects in writing not to do so.
- (g) Parents shall be defined to include adoptive parents and a person in a relationship of some permanence with the natural or adoptive mother or father of the child and who intends to treat the child as his or her own.
- (h) A nurse shall have the right to a personal leave of absence without pay to commence immediately following a parental/pregnancy/adoption leave of absence, provided the sum of all such leaves of absence do not exceed twelve continuous months per pregnancy/adoption.

## 12.11 Family Related Leave

- (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 child care (e.g. school snow days, unavailability of regular day care services, etc.) and
  - 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.

## 12.12 Prepaid Leave

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

- (a) The plan is available to nurses wishing to spread four (4) year's salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The nurse must make written application to the Executive Director or her designate at least six (6) months prior to the intended commencement date of the program (i.e.: the salary deferral portion), stating the intended purpose of leave.
- (c) Written applications will be reviewed by the Executive Director or her designate. Leaves requested for the purpose of pursuing further formal nursing education would be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority. A written approval or denial with explanation will be forwarded to the applicant within four (4) weeks of the application.
- (d) The number of nurses that may be absent at any one (1) time shall not exceed one (1) staff.

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

- (e) During the four (4) years of salary deferral, 20% of the nurse's gross earnings will be deducted and held for the nurse and will not be accessible to her until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the nurse.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral and the employee shall pay the required premiums. The employee may apply for a continuance of benefits for the year of leave and must pay both portions through the Site (i.e.: Employer and the employee portions) during the year of leave. The continuance of benefits must be approved by the benefits carrier.
- (i) Participating employees must continue to contribute to the pension plan based on their full salary (i.e.: regular basic pay before the salary holdback) during the four (4) years of salary deferral. During the year of leave, the employee's pension will be held in suspense, i.e. no contributions can be made.
- (j) Full-time nurses will not be eligible to participate in the long-term disability plan during the year of leave.
- (k) During the year of leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave.
- (l) A nurse may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given to the Executive Director or her designate. Deferred salary, plus accrued interest, if any, will be returned to the nurse, within a reasonable period of time.
- (m) If the nurse terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.
- (n) The Employer will endeavour to find a temporary replacement for the nurse as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the nurse as much notice as is reasonably possible. The nurse will have the option of remaining in the plan and rearranging the leave at a mutually agreeable time or of withdrawing from the plan and having the deferred

salary, plus accrued interest, if any, paid out to her within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.

- (o) The nurse will be reinstated to her 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 12.12 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 In the event it is deemed necessary by the Employer to file a report of censure the Employer shall, within ten (10) days thereafter, give written particulars of such censure to the nurse involved. Any letter of reprimand, suspension or other sanction will be removed from the record of a nurse eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such nurse's record has been discipline free for the immediately preceding twelve (12) months during which she has worked.
- 13.02 When any type of evaluation, performance appraisal, progress report or assessment related to job performance, nursing practise or other employment related matters with respect to any nurse, such nurse shall be given an opportunity to sign the document, indicate any areas of disagreement and shall also be provided with a copy of the document. Upon request, a nurse may review her file in the presence of her supervisor or designate with advance notice to the Employer.

### **ARTICLE 14 – HOURS OF WORK**

- 14.01 The following provisions are intended to designate normal hours of work on a daily tour and normal hours of work over the nursing schedule and shall not be construed to be a guarantee of hours of work to be performed on each tour or during each work schedule.
  - (a) The normal daily tour shall be seven and one-half (7.5) hours [four hundred and fifty (450) minutes inclusive of travel time], exclusive of unpaid meal breaks and inclusive of two (2) fifteen (15) minute paid rest periods.

- (b) The normal hours of work shall not exceed 75 hours per two-week period.
- (c) Any nurse may choose, in consultation with the nurse manager (or designate) to flex the start time and length of tour to accommodate the needs of the caseload, providing the hours worked do not exceed the normal hours of work in a two (2) week period. Such daily flexing of length of tour done by the nurses shall not result in any overtime payment of compensatory time accumulation.
- (d) A nurse shall be scheduled a meal period at the approximate mid-point of her normal tour. A nurse shall be scheduled a rest period in each half ( $\frac{1}{2}$ ) of a normal tour (for rest periods, a work assignment of 360 minutes or more qualifies for two (2) rest periods).
- (e) The Employer agrees to schedule a nurse a minimum of three (3) hours of work on her tour of duty
- (f) Registered Nurses who were working only days or evenings on or before March 31, 2008 and Registered Practical Nurses who were working only days or evenings on or before September 26, 2010 will continue to be scheduled as such. Any newly hired nurse shall be scheduled for those shifts assigned by the Employer.
- (g) An employee who is working full-time may be permitted to work four-fifths ( $\frac{4}{5}$ ths) with the agreement of the Employer. The scheduling of the fixed weekly day off will be by mutual agreement between the Employer and the employee. The Employer will continue its present working conditions for these nurses as follows:

Pro-rated vacation  
 Full-time scheduling  
 Full-time seniority and service accumulation

For any four-fifths ( $\frac{4}{5}$ <sup>th</sup>) positions established after the date of ratification of this collective agreement, the weekly day off will be a rotating day off, as determined by scheduling needs.

#### 14.02 Day Visiting Nursing

The normal hours of work for the day visiting program have the majority of hours between 0800 hours and 1600 hours. If the caseload permits, the nurse may flex her start and stop time.

#### 14.03 Evening Visiting Nursing

- (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 her 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.

14.04 Night Visiting Nursing

- (a) The normal hours of work for the night visiting program have the majority of hours between 2300 hours to 0800 hours. If the caseload permits, the nurse may flex her start and stop time.
- (b) The nurses will be provided with their assignment by 2100 hours and any Employer initiated cancellation will be done by 1830 hours.
- (c) There shall be appropriate communications from the regularly scheduled team meetings to the night nurses.
- (d) Shift premium will be applied to all hours worked.

14.05 Scheduling

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

- (a) The master schedule shall be posted four (4) weeks in advance and shall cover a four (4) week period.
- (b) Any request for time off must be submitted in writing one (1) week in advance of the posting of the schedule.
- (c) There shall be no split tours scheduled by the Employer, unless mutually agreed. The Employer will ensure the mutual agreement is recorded in writing.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) A request for an exchange of tours set out in the posted time schedule must be submitted in writing and signed by the nurses requesting the exchange. It is understood that such request for exchange shall not result in any premium payment and will not be unreasonably denied.

14.06 Weekend Duty

- (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 her 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; or
  - (iii) such weekend is worked as a result of an exchange of tour(s) with another nurse.
- (c) A “weekend” shall be defined as commencing at 2400 hours on Friday and ending at 0800 hours on the following Monday.

#### 14.07 Christmas/New Year's

- (a) In order to accommodate the Christmas/New Year's scheduling, normal scheduling provisions shall not operate during the period of December 15<sup>th</sup> to January 9<sup>th</sup> (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 Year's time shall include New Year's Eve Day and New Year's Day.

#### 14.08 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 she is available to work and shall be prepared to work should the need arise, unless the nurse provides twenty-four (24) hours advance notice that she is 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 14.06 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 she indicated or to work a shift that has agreed to work, she will provide forty-eight (48) hours' notice to the Employer, unless an urgent situation arises and the nurse will discuss the situation with her 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 14.05 (g) 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.

14.09

Cancellations Guidelines

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<sup>st</sup>] consideration for any extra work of up to equal length that may have arisen within her 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, she shall be paid one and one-half (1½) her 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 voice mail. 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 her VON voice mail 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.

#### 14.10

##### Volume Fluctuations

- (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) schedule 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, take visits from the work list of the least senior nurse scheduled to work that day, (up to a full day), provided she co-ordinates such with the Employer.
  - iv) 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.
- (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 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.

- (c) 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 bi-weekly period. This reassignment will be considered temporary. Should the workload return to its previous level on her original team the nurse will return to her previous team.

### **ARTICLE 15 – PAID HOLIDAYS**

- 15.01 The following holidays will be recognized as paid holidays:
- |               |                  |
|---------------|------------------|
| New Years Day | Labour Day       |
| Good Friday   | Thanksgiving Day |
| Victoria Day  | Christmas Day    |
| Canada Day    | Boxing Day       |
| Civic Holiday | Easter Monday    |
| Family Day    |                  |
- 15.02 Holiday pay will be computed on the basis of the nurse's regular rate of pay.
- 15.03 In the event that a full-time nurse works on any of the foregoing designated holidays she shall be paid at the rate of one and one half times her regular straight time rate of pay for all hours worked on such holiday. In addition, she will receive an additional day off with pay.
- 15.04 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.
- 15.05 A part-time nurse shall be paid at the rate of time and one half her regular straight time hourly rate for all hours worked on the recognized holidays.
- 15.06 A tour that begins during the twenty-four (24) hour period of the above holidays, with the majority of hours worked to fall within the holiday, shall be deemed to be work performed on the holiday for the full period of the tour.
- 15.07 Where a holiday falls during a full-time nurse's scheduled vacation period, her 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.

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

15.09 Part-time Holiday Pay

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

**ARTICLE 16 – VACATIONS**

16.01 A full-time nurse shall be granted vacation with pay as follows:

- (a) Less than one (1) year of full-time continuous service – one point two five (1.25) days per month of full time continuous service;
- (b) One (1) or more years, but less than three (3) years of full time continuous service – three (3) weeks;
- (c) Three (3) or more years but less than fifteen (15) years of full time continuous employment – four (4) weeks;
- (d) Fifteen (15) or more years but less than twenty-five (25) years of full time continuous employment – five (5) weeks;
- (e) Twenty-five (25) or more years of full time continuous employment six (6) weeks.

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

two (2) week entitlement	-	4% of gross earnings
three (3) week entitlement	-	6% of gross earnings
four (4) week entitlement	-	8% of gross earnings.

16.03 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, fifteen hundred (1500) hours of part-time service shall equal one (1) year of full-time service.

16.04 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.

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

16.06 Requests for prime time summer vacation (July and August) shall be submitted in writing by April 1<sup>st</sup>. The Employer will post the final vacation list by May 1<sup>st</sup>. 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.

16.07 Vacation Scheduling:

- (a) The vacation quota shall not be unduly restrictive and shall only include members of the bargaining unit.
- (b) In the event of conflict, seniority shall govern with respect to scheduling of vacations.
- (c) A week of vacation shall be defined as seven (7) consecutive calendar days, which includes five (5) vacation days and two (2) days off.
- (d) Vacation may commence on any day of the week.
- (e) Weekends prior to and following scheduled vacation will be scheduled off.
- (f) 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 her authorized vacation time without a written request from the nurse and the prior approval of the Employer.
- (j) The winter school break vacation shall be rotated among interested nurses.
- (k) The parties agree that annual vacation is intended to be taken in total each year. Where a nurse is unable to take her 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 her designate.

## **ARTICLE 17 – SICK LEAVE**

- 17.01 Full-time nurses will accumulate sick leave on the basis of one and one-half (1½) working days for each month of service up to a maximum of one hundred and twenty (120) days.
- 17.02 (a) 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.
- (b) When a nurse is ill she shall receive her regular pay from these credits.
- 17.03 A nurse shall be entitled to an annual statement of her sick leave credit. This statement shall be given to the nurse on or before the end of April of each year of her employment.
- 17.04 If a physician's certificate is requested, the Employer shall pay any fee for such certificate, which is not payable by the nurses' health insurance plan.
- 17.05 Where applicable, a nurse who transfers from full-time to part-time status may have her unused sick leave credits restored to her, should she re-join the full-time staff without a break in service.
- 17.06 Modified Work
- (a) The Employer will notify the Local Nurses' Association of the names of all nurses off work due to work related injury (whether or not the nurses are in receipt of Workplace Safety Insurance Benefits) and those on LTD by the 15<sup>th</sup> of each month.
- (b) A modified work program may be made available for nurses returning from illness or injury compensable under the WSIB Act or LTD.
- (c) The Employer will notify the local nurses' Association of the name of any nurse returning to work on a modified/light/alternate work program.
- (d) Prior to any nurse returning to work on a modified/light/alternate work program, the Employer will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the Local Executive to negotiate a back-to-work program for the nurse. The unavailability of a staff representative of the Association shall not delay such meeting.
- (e) The Employer agrees to provide the nurse with a copy of the WSIB (Workplace Safety Insurance Board), Form 7, at the same time it is sent to the Board.

## **ARTICLE 18 – PENSION AND GROUP BENEFITS**

- 18.01 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) Part-time nurses may participate in the VON Canada Pension Plan.

18.02 During the term of this agreement, current benefits apply subject to 18.03.

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:

(a) 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.

(b) Life Insurance

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

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

(c) Extended Health

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

(d) Dental Plan

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

(e) Long-term Disability

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

- 18.03 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.
- 18.04 The Employer shall provide each nurse with information booklets outlining the current provisions in the insured benefit plans set out above. Upon request, the Employer will make the plans available to the Association for inspection.
- 18.05 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 she does not wish to continue her participation in the benefit plans, and for a maximum of one (1) year in the case of Workers' Compensation benefits unless the nurse does not pay her share of the contributions.
- 18.06 The total amount of the annual EI rebate for members will be directed towards the cost of the employee's enhanced benefits.

#### **ARTICLE 19 – SKILLS DEVELOPMENT AND TRAINING**

- 19.01 The Employer and the Association recognize their joint responsibility and commitment to provide and participate in the professional development of staff.
- 19.02 In recognition of the importance of employees continuing professional development, the Employer will give special consideration to requests for special work arrangements to allow employees to pursue educational opportunities.
- 19.03 The parties may also attempt to negotiate with local educational institutions to provide specific courses and/or discounts to meet educational needs of nurses.
- 19.04 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.
- 19.05 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 Association or individual employee. (E.g. Employer covers the cost of the trainer, location, and supplies and the employee attends on her own time). When a nurse is on duty and required to attend any in-service programme, during her regularly scheduled working hours, she shall suffer no loss of regular pay.
- When a nurse is required by the Employer to attend courses outside of her regularly scheduled working hours she shall be paid for all time spent in attendance at such courses at her regular straight-time hourly rate of pay.
- 19.06 It is expected that following initial training for needed and required skills, the nurse will have the responsibility for maintaining ongoing competence, by utilizing her skills in the workplace or attending in-services.

19.07 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 computers are introduced into the workplace and nurses are required to utilize those computers in the course of their duties, the Employer agrees that necessary computer training will be provided at no cost to the nurses involved.

**ARTICLE 20 – MISCELLANEOUS**

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

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

20.03 The regular pay day shall be every second Thursday and will be deposited into the employee's bank account by direct deposit, with a clarified, itemized statement of all deductions, premiums and changes in increment in a sealed envelope. Nurses leaving the employ of the Employer shall be paid all outstanding monies as above, on the next regularly scheduled pay period.

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

20.05 Where a medical examination is required to comply with the statute, a nurse may choose her personal physician.

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

20.07 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.

20.08 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).

20.09 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.



## **ARTICLE 21 – OVERTIME AND PREMIUM PAYMENTS**

- 21.01 (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 work day 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 either one and one half (1½) times the nurse's regular straight time hourly rate for the overtime worked, or compensatory time off (where applicable) at one and one-half (1½) times in lieu. At the beginning of each fiscal year the nurse will indicate in writing her choice of compensation for overtime worked or time off in lieu of payment. Compensatory time must be taken as time off, at a time mutually agreeable to the employee and the Employer, within three (3) months of being earned if possible. Any compensatory time owing to a nurse at the end of the fiscal year shall be paid out, except for forty (40) hours, in the first pay period following the end of the fiscal year. Overtime premium shall not be duplicated for the same hours worked, nor shall overtime be pyramided with any other premiums payable.
- “Nothing herein will disentitle a nurse to payment of the normal shift premium and/or weekend premium provided herein”.

### 21.02 Call-in/Call-back

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

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

### 21.03 Standby/On Call

- (a) Where a Nurse is assigned to be on standby or on call outside of her regularly scheduled working hours, she shall receive on call pay in the amount of three dollars and fifty cents (\$3.50) per hour for the period.

- (b) 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 her 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.

21.04 Shift Premium

Where a nurse is assigned to work on the evening or night tours, she 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.

21.05 Weekend Premium

When a nurse is assigned to work on a weekend, she 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.

21.06 Responsibility Pay

A nurse required to act as Added Responsibility Nurse will receive sixty (60) cents per hour premium pay during the period 0800 hours to 1630 hours on weekends and paid holidays.

21.07 Reporting Pay

A nurse who reports for work according to a normal tour as assigned on the posted work schedule shall unless otherwise notified by the Employer, receive a minimum of three (3) hours pay at her regular straight time hourly rate of pay if her regular duties are not available. Such nurse shall be required to perform any nursing duties as assigned by the Employer.

- 21.08 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 she would have received on her 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.

**ARTICLE 22 – TRANSPORTATION ALLOWANCE**

- 22.01 (a) Effective April 1, 2012, nurses who are required to use their own vehicle shall be paid forty (0.40) cents per kilometre.

Effective the beginning of the first full pay period following the date of ratification of December 12, 2017, the kilometre rate will be the VON Corporate Rate (not less than \$0.42).

- (b) The Employer will pay the cost of any towing for accidents, which occur while the employee is on V.O.N. 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 she 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 she is 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 she 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 she is 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.

## **ARTICLE 23 – COMPENSATION**

23.01 The salary rates in effect during the term of this Agreement shall be those set forth in Appendix A attached to and forming part of this Agreement.

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

23.03 Previous Experience Credit

For the purposes of initial placement of a newly hired full-time or part-time nurse on the wage grid, such nurse shall make a claim in writing for recognition of recent related visiting nursing experience and recent related 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 years of hospital nursing experience to the top of the wage grid.

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

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

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

23.06 A full-time nurse who is transferred to part-time status or vice-versa shall be placed at the same step on the respective wage grid and shall receive credit for all hours worked towards the next increment level.

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

23.08 Percentage in Lieu

(a) In lieu of the benefits set out in Article 17 and 18, 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 23.08 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%).

## **ARTICLE 24 – PROFESSIONAL RESPONSIBILITY**

- 24.01 In the event that the Employer assigns a number of clients or a workload to an individual or a group of nurses such that she or they have cause to believe that she or they are being asked to perform more work than is consistent with proper client care, she or they shall:
- (a) Subject the complaint to the immediate supervisor forthwith.
  - (b) Failing settlement, she may complain in writing to the Association Management Committee within fifteen (15) calendar days of the alleged improper assignment.
  - (c) The Chairperson of the Labour-Management Committee shall convene a meeting of the Labour-Management Committee within ten (10) calendar days of the filing of the complaint.
  - (d) The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
  - (e) Timelines outlined in the above article can be extended by mutual agreement of the parties.

## **ARTICLE 25 – JOB SHARING**

### 25.01 Job Sharing

Taking into consideration the fact that the Employer wishes to remain well qualified, staff who are unable to provide a full-time commitment, and the job sharing can enable this to happen, the parties agree to the following provisions:

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 after discussions with the Association at the Labour-Management Committee.

It is the responsibility of the two (2) nurses who wish to job share a full-time position to inform the immediate supervisor. The Employer and the Association will then discuss the proposal in accordance with paragraph (a) above. Where more than one (1) pair of nurses wish to job share the same position, the Employer will, in exercising its discretion, consider the timing of the requests, in addition to the general appropriateness of the arrangement.

If any vacancies occur resultant upon the acceptance of a job sharing arrangement, such vacancies shall be posted.

Save and except as provided for herein, all job sharers shall be treated as part-time employees.

Should one (1) job sharing partner transfer or terminate, the remaining partner shall continue her own schedule for a maximum of six (6) weeks from the effective date of the transfer or termination. The vacancy created will be posted. If no replacement partner is recruited, the remaining partner will have the option

of continuing in the full-time position. If she does not wish to continue full-time, she will revert to regular part-time status.

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 with the scheduling provisions of the full-time Collective Agreement.

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

Each job sharer may exchange shifts with her partner, as well as with other nurses in accordance with the Collective Agreement, provided such exchange creates no additional labour cost to the Employer.

As a general rule, job sharers shall cover each other's incidental illnesses. However, where one (1) job sharer cannot, due to circumstances beyond her control, cover the other's shift, she shall notify her immediate supervisor.

Job sharers will not be required to work in total more paid holidays than would one (1) full-time nurse, unless mutually agreed otherwise.

## **ARTICLE 26 - DURATION**

- 26.01 This Agreement shall continue in effect until March 31, 2018, and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.
- 26.02 Notice that amendments are required or that either party desires to terminate this agreement may only be given within a period of ninety (90) days prior to the expiration date of this agreement or to any anniversary of such expiration date.
- 26.03 All terms of the collective agreement shall become effective upon date of ratification by both parties to the agreement unless specifically stated otherwise in the agreement. Salary rates shall be effective on the dates and in the amounts stipulated in Appendix A.

DATED AT “Ottawa”, ONTARIO THIS “27” DAY OF “March”, 2018.

FOR THE EMPLOYER

“S. Goodwin”

“S. Rath-Wilson”

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FOR THE UNION

“A. Caporicci”  
Labour Relations Officer

“K. Milne”  
Bargaining Unit President

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## APPENDIX A

SALARY SCHEDULE

REGISTERED NURSE (RN)			
		Current Hourly Rate	Effective Date of Ratification
LEVEL 1	HOURLY	\$24.94	\$25.06
LEVEL 2	HOURLY	\$25.90	\$26.03
LEVEL 3	HOURLY	\$27.27	\$27.41
LEVEL 4	HOURLY	\$28.62	\$28.76
LEVEL 5	HOURLY	\$29.97	\$30.12
LEVEL 6	HOURLY	\$31.66	\$31.82
LEVEL 7	HOURLY	\$33.37	\$33.54
LEVEL 8	HOURLY	\$35.07	\$35.25
LEVEL 9	HOURLY	\$36.77	\$36.95

B.ScN/PHN			
		Current Hourly Rate	Effective Date of Ratification
LEVEL 1	HOURLY	\$25.66	\$25.79
LEVEL 2	HOURLY	\$26.64	\$26.77
LEVEL 3	HOURLY	\$28.02	\$28.16
LEVEL 4	HOURLY	\$29.45	\$29.60
LEVEL 5	HOURLY	\$30.79	\$30.94
LEVEL 6	HOURLY	\$32.45	\$32.61
LEVEL 7	HOURLY	\$34.17	\$34.34
LEVEL 8	HOURLY	\$35.92	\$36.10
LEVEL 9	HOURLY	\$37.64	\$37.83

REGISTERED PRACTICAL NURSE (RPN)			
		Current Hourly Rate	Effective Date of Ratification
LEVEL 1	HOURLY	\$22.21	\$22.32
LEVEL 2	HOURLY	\$23.13	\$23.25
LEVEL 3	HOURLY	\$23.33	\$23.45
LEVEL 4	HOURLY	\$23.44	\$23.56

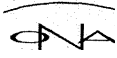
Within the first full pay period after of the date of ratification by the union, all employees on staff will receive, the following payments, less statutory deductions (0.5% of a Weighted Average Wage Rate for RN and RPN rates)

Full-time RN - \$340  
Part-time RN - \$204  
Casual RN - \$102

Full-time RPN - \$230  
Part-time RPN - \$138  
Casual RPN - \$69



## APPENDIX B



**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 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'AIIO

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:
		DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:
DEUXIEME ETAPE  ▶	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 SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:
TROISIEME ETAPE  ▶	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

## LETTER OF UNDERSTANDING

Between:

**VICTORIAN ORDER OF NURSES FOR CANADA-ONTARIO BRANCH,  
NORTH BAY SITE**

(hereinafter referred to as the "Employer")

And:

**ONTARIO NURSES' ASSOCIATION**

(hereinafter referred to as the "Association")

Re: Shift Nursing

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- 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 her regular hourly rate. She shall be required to perform any nursing duties assigned by the Employer but not in the Visiting Nursing Program.

DATED AT “Ottawa”, ONTARIO THIS “27” DAY OF “March”, 2018.

FOR THE EMPLOYER

“S. Goodwin”

“S. Rath-Wilson”

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FOR THE UNION

“A. Caporicci”  
Labour Relations Officer

“K. Milne”  
Bargaining Unit President

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**LETTER OF UNDERSTANDING**

Between:

**VICTORIAN ORDER OF NURSES FOR CANADA-ONTARIO BRANCH,  
NORTH BAY SITE**

(hereinafter referred to as the "Employer")

And:

**ONTARIO NURSES' ASSOCIATION**

(hereinafter referred to as the "Association")

Re: Extended Tours

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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 21.01.
- 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 21.04 and 21.05.
- 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 21.

DATED AT “Ottawa”, ONTARIO THIS “27” DAY OF “March”, 2018.

FOR THE EMPLOYER

“S. Goodwin”

“S. Rath-Wilson”

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FOR THE UNION

“A. Caporicci”  
Labour Relations Officer

“K. Milne”  
Bargaining Unit President

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**LETTER OF UNDERSTANDING**

Between:

**VICTORIAN ORDER OF NURSES FOR CANADA-ONTARIO BRANCH,  
NORTH BAY SITE**  
(hereinafter referred to as the "Employer")

And:

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

Re: 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.

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 lay-offs or reduction of hours of work for the current full-time and part-time staff.

DATED AT "Ottawa", ONTARIO THIS "27" DAY OF "March", 2018.

FOR THE EMPLOYER

FOR THE UNION

"S. Goodwin"

"A. Caporicci"

Labour Relations Officer

"S. Rath-Wilson"

"K. Milne"

Bargaining Unit President

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**LETTER OF UNDERSTANDING**

Between:

**VICTORIAN ORDER OF NURSES FOR CANADA-ONTARIO BRANCH,  
NORTH BAY SITE**  
(hereinafter referred to as the "Employer")

And:

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

Re: VON Commissioner Process

The Parties hereby agree that the Commissioner's Agreement dated June 25, 2014 and attached hereto as Appendix 2 shall be incorporated into all existing collective agreement reached between VON and ONA. Such incorporation shall be effective immediately upon execution of this Letter of Understanding.

DATED AT "Ottawa", ONTARIO THIS "27" DAY OF "March", 2018.

FOR THE EMPLOYER

FOR THE UNION

"S. Goodwin"

"A. Caporicci"  
Labour Relations Officer

"S. Rath-Wilson"

"K. Milne"  
Bargaining Unit President

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## Appendix 2

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



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

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

Dana Randall  
John Stout  
Christine Schmidt

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

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

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

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(hereinafter referred to as the "Employer")

And:

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

Re: 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 23.08 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 23.08.

DATED AT "Ottawa", ONTARIO THIS "27" DAY OF "March", 2018.

FOR THE EMPLOYER

FOR THE UNION

"S. Goodwin"

"A. Caporicci"  
Labour Relations Officer

"S. Rath-Wilson"

"K. Milne"  
Bargaining Unit President

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