

COLLECTIVE AGREEMENT

Between:

**VICTORIAN ORDER OF NURSES
NORTH BAY – PARRY SOUND BRANCH**
[Hereinafter referred to as the "Employer"]

And:

ONTARIO NURSES' ASSOCIATION
[Hereinafter referred to as the "Association"]

EXPIRY: MARCH 31, 2016

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ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and the nurses covered by this Agreement; to provide for on-going means of communication between the Association and the Employer and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory salaries, hours of work and other conditions of employment in accordance with the provisions of this Agreement.
- 1.02 It is recognized that nurses wish to work together with the Employer to secure the best possible nursing care and health protection for patients. Appropriate committees have been created under this Agreement to work towards this objective.

ARTICLE 2 - RECOGNITION AND DEFINITIONS

- 2.01 The Employer recognizes the Association as the sole and exclusive bargaining agent for all Registered Nurses and Graduate Nurses employed by the Victorian Order of Nurses for Canada – Ontario Branch, North Bay Site, Parry Sound Area, north to French River, east to Magnetawan, south to MacDonald River and west to Georgian Bay archipelago, save and except nurse supervisors, persons above the rank of nurse supervisor, and nurses covered by subsisting Collective Agreements.
- 2.02 All references to officers, representatives and Committee members in this Agreement shall be deemed to mean officers, representatives and Committee members of the bargaining unit.
- 2.03 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun where the context so requires.
- 2.04 A regular part-time nurse is a nurse who regularly works less than the normal full-time hours referred to in Article 14.01 of this Collective Agreement, and who offers to make a commitment to be available for work on a regular predetermined basis.
- The predetermined basis upon which the commitment to be available is made shall be determined in Article 14.
- 2.05 A casual nurse is a nurse whom there is no predetermined schedule and who has the right to accept or refuse offered hours of work.
- 2.06 A full-time nurse is a nurse who is regularly scheduled to work the normal full-time hours referred to in Article 14.
- 2.07 A Registered Nurse is a nurse who holds certification from the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act and Nursing Act, 1991*.
- 2.08 A graduate nurse is defined as a nurse who holds a Temporary Certificate of Registration in accordance with the *Nursing Act, 1991* and its Regulations, who is

a graduate of a program acceptable to the College of Nurses and is either in the process of being certified by the College of Nurses of Ontario or is completing certification requirements.

Certification shall be completed with twenty-four (24) months following date of hire. Where a nurse fails to complete such certification requirements, she will be terminated from the employ of the Employer. Such termination shall not be the subject matter of a grievance or arbitration procedure.

ARTICLE 3 - NO DISCRIMINATION

- 3.01 The Employer and the Association agree that there will be no discrimination, intimidation, interference, restriction or coercion exercised or practised by any of its representatives with respect to any nurse because of her membership, activities on behalf of the Association, or non-membership in the Association, and that there will be no Association activity, solicitation for membership or collection of dues on the Employer's premises except with the written permission of the Employer or as specifically provided for in this Agreement.
- 3.02 It is agreed that there will be no discrimination by either party or by any of the nurses covered by this Agreement on the basis of race, creed, colour, national origin, sex, sexual orientation, marital status, age, handicap, religious affiliation as these terms are defined in the Ontario Human Rights Code or any other factor which is not pertinent to the employment relationship.
- 3.03
- (a) Every person, who is an employee, has the right to freedom from harassment in the workplace by the Employer or agent of the Employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, marital status, family status or handicap. Reference: Ontario Human Rights Code, Sec. 5(2).
 - (b) Every person, who is an employee, has the right to freedom from harassment in the workplace because of sex by his or her Employer or agent of the Employer or by another employee. Reference: Ontario Human Rights Code, Sec. 7(2).
 - (c) Every person has a right to be free from,
 - i) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought to know that it is unwelcome; or
 - ii) a reprisal or threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person. Reference: Ontario Human Rights Code, Sec. 7(3).
 - (d) A nurse, who believes that she has been harassed contrary to this provision, may file a grievance under Article 8 of this Agreement.

NOTE: "Harassment" means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Reference: Ontario Human Rights Code, Sec. 10(1).

ARTICLE 4 - NO STRIKES OR LOCKOUTS

4.01 The Association agrees there will be no strikes and the Employer agrees there will be no lockouts during the term of this Agreement. The terms, "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act.

ARTICLE 5 - MANAGEMENT FUNCTIONS

5.01 The Association recognizes that the management of the Employer and the direction of the working force are fixed exclusively in the Employer and shall remain solely with the Employer except as specifically limited by a provision of this Agreement. Without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Employer to:

- (a) Maintain order, discipline and efficiency.
- (b) Hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall and suspend or otherwise discipline nurses; provided that a claim of discharge or discipline without just cause by a nurse who has completed her probationary period may be the subject of a grievance and dealt with as herein provided.
- (c) Determine, in the interest of efficient operation and highest standard of service, classifications, the hours of work, work assignments, methods of doing the work and the work establishment for any service.
- (d) Determine the number of personnel required, the services to be performed and the methods, procedures and equipment to be used in connection therewith.
- (e) Make and enforce and alter, from time to time, reasonable rules and regulations to be observed by the nurses. Prior to implementation, the Employer will advise the Association of changes in rules. The Association may make representations with respect to such rules and regulations.

5.02 The Employer agrees that these rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE 6 - ASSOCIATION REPRESENTATION

6.01 Nurse Representation

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

6.02 Grievance Committee

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

6.03 Management-Association Liaison Committee

- (a) There shall be a Management-Association Liaison Committee comprised of two (2) representatives of the Employer and two (2) representatives of the Association. The membership of the Committee may be expanded by mutual agreement.
- (b) The Committee shall meet every two (2) months unless otherwise agreed and as required under Article 11 and Article 19. The duties of Chairperson and Secretary shall alternate between the parties. Where possible, agenda items will be exchanged in writing at least five (5) calendar days prior to the meeting. A record shall be maintained of matters referred to the Committee and the recommended disposition, if any, unless agreed to the contrary. Copies of the record shall be provided to Committee members.
- (c) The purpose of the Committee includes:
 - i) promoting and providing effective and meaningful communication of information and ideas; making joint recommendations on matters of concern including the quality and quantity of nursing care;
 - ii) dealing with complaints referred to it in accordance with the provisions of Article 19, Professional Responsibility;
 - iii) discussing and reviewing matters relating to orientation and in-service programs;
- (d) Time off for such representatives to attend meetings of the Management-Association Liaison Committee in accordance with the foregoing shall be granted and any representatives attending such meetings during the regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

6.04 Negotiating Committee

The Employer agrees to recognize a Negotiating Committee comprised of two (2) representatives of the Association for the purpose of negotiating a Collective Agreement or renewal. The Employer agrees to compensate the members of the Negotiating Committee for loss of salary incurred for regular time spent during regular working hours in negotiations with the Employer for a renewal Agreement up to and but not including conciliation.

- 6.05 It is agreed that nurse representatives and members of the Grievance Committee have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first ~~first~~ obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld.

The Employer agrees to compensate members of the Grievance Committee for loss of salary incurred for all time spent during their regular hours by such representatives hereunder up to but not including arbitration.

- 6.06 During the orientation period of newly hired nurses, a nurse representative will be allowed up to (20) twenty minutes within regular working hours to acquaint them with the Association. These interviews shall be scheduled in advance at a time mutually agreeable to the parties.
- 6.07 The Association will provide the Employer with an updated list of personnel every six (6) months showing its officers and nurse representatives. This list will be revised when changes occur. The Employer shall not be obliged to recognize such personnel prior to receipt of said list.
- 6.08 The Association may hold meetings on Employer's premises providing permission has been first [1st] obtained from the Employer and provided the nature of meetings will not offend the spirit of mutual co-operation between the parties.
- 6.09 The Employer agrees to give representatives of the Ontario Nurses' Association access to the premises of the Employer for the purpose of attending grievance meetings or otherwise assisting in the administration of this Agreement, provided prior arrangements are made with the Executive Director or designate. Such representatives shall have access to the premises only with the approval of the Executive Director or designate, which will not be unreasonably withheld.
- 6.10 Joint Occupational Health and Safety Committee
- (a) The Employer and the Association agree that they mutually desire to maintain standards of safety and health in the homes served by VON, North Bay, Parry Sound Office nurses in order to prevent accidents, injury and illness.
 - (b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Joint Occupational Health and Safety Committee, at least one (1) representative selected or appointed by the Association from amongst the VON, North Bay, Parry Sound Office bargaining unit employees.
 - (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programmes and recommend actions to be taken to improve conditions related to safety and health.
 - (d) The Employer agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfil its functions. In addition, the Employer will provide the Committee with reasonable access to all accident reports, health and safety records and any other pertinent information in its possession relating to members of the bargaining unit.
 - (e) Meetings shall be held every second [2nd] month or more frequently at the call of the Chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.

- (f) Any representative appointed or selected, in accordance with (b) hereof, shall serve for a term of at least one (1) calendar year from the date of appointment. Time off for such representative(s) to perform these duties shall be granted.

A member of the Committee is entitled to,

- i) one (1) hour or such longer period of time as the Committee determines is necessary to prepare for such Committee meeting;
- ii) such time as is necessary to attend meetings of the Committee;
- iii) such time as is necessary to carry out inspections and investigations under subsection 9 (26), 9 (27), and 9 (31) of the Act. Reference: Occupational Health and Safety Act, Sec. 9(34).

A member of the Committee shall be deemed to be at work during the times described (above) and the member's Employer shall pay the member for those times at the member's regular or premium rate as may be proper. Reference: Occupational Health and Safety Act, Sec. 9(35).

- (g) The Association agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- (h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests will be granted an unpaid leave of absence before commencement of the current contractual maternity leave.
- (i) Where the Employer identifies high-risk areas where nurses are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the nurses.
- (j) If the safety of VON, North Bay, Parry Sound Office nurses is in jeopardy by making a visit to the residence of a patient, such visit shall be made at the discretion of each nurse involved.
- If a supervisor makes such visit mandatory, the nurse may be accompanied by another nurse or such other appropriate escort if deemed necessary.
- (k) If known by the Employer, nurses required to visit a patient who has been diagnosed with an infectious disease shall be notified of such a diagnosis prior to the scheduling of such visit.
- (l) In the event that the patient is unable to provide such equipment as is necessary to promote safe patient care, the VON North Bay, Parry Sound Office may, at its discretion, do so.

- (m) At least one (1) of the employees representing workers under the Occupational Health and Safety Act, who are trained to be certified workers as defined under the Act, shall be from the Association.
- (n) A member of a Committee shall be deemed to be at work while the member is fulfilling the requirements for becoming certified by the Workplace Health and Safety Agency, the member's Employer shall pay the member's regular or premium rate as may be proper. Reference: Occupational Health and Safety Act, Sec. 9(36). "[This provision] does not apply with respect to workers who are paid by the Agency for the time spent fulfilling the requirements for becoming certified." Reference: Occupational Health and Safety Act, Sec. 9(37).
- (o) i) "A worker may refuse to do particular work where he or she has reason to believe that,
- A) any equipment, machine, device or thing the worker is to use or operate is likely to endanger herself or another worker;
- B) the physical conditions of the workplace or the part thereof in which he or she works or is to work is likely to endanger himself or herself; or
- C) any equipment, machine or device or thing he or she is to use to operate or the physical condition of the workplace or the part thereof in which he or she works or is to work is in contravention of this Act or the regulations and such contravention is likely to endanger himself, herself or another worker." Reference: Occupational Health and Safety Act, Sec. 43(3).
- ii) "This section does not apply to a [nurse]
- A) when circumstances described below is inherent in the worker's work or is a normal condition of the worker's employment; or
- B) when the worker's refusal to do work would directly endanger the life, health and safety of another person." Reference: Occupational Health and Safety Act, Sec. 43(1).

ARTICLE 7 - ASSOCIATION SECURITY

- 7.01 The Employer will deduct from each nurse covered by this Agreement an amount equal to the regular monthly Association dues designated by the Association.
- 7.02 Such dues shall be deducted monthly and in the case of newly employed nurses, such deductions shall commence in the month following their date of hire. Where a nurse has no dues deducted during the payroll period from which dues are normally deducted any applicable deductions shall be made in either the next

payroll period or the next month when dues are normally deducted, provided the nurse has earnings in either of those periods.

- 7.03 The amount of the regular monthly dues shall be those authorized by the Association and the Vice President, Finance of the Association shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deduction specified.
- 7.04 The amounts so deducted shall be remitted monthly to the Vice President, Finance of the Association. In remitting such dues, the Employer shall provide a list of nurses from whom deductions were made and their Social Insurance Numbers. A copy of this list will be given to the Bargaining Unit President.
- 7.05 The list provided for in Section 7.04 shall include any other information that is currently provided to Ontario Nurses' Association.

Additionally, the Employer will provide each nurse with a T-4 Supplementary Slip showing the dues deducted in the previous year for income tax purposes where such information is or becomes readily available through the Employer's payroll system.

- 7.06 The Association shall hold the Employer harmless with respect to any liability, which the Employer might incur as a result of such deductions and remittance.

ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURE

- 8.01 A grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of this Agreement.
- 8.02 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 seven (7) 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 seven (7) 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.

- 8.03 Should the matter not be resolved, it shall be referred to Arbitration within ten (10) calendar days of reply. The parties will first consider and thus may agree upon a Sole Arbitrator to hear the matter. If there is no agreement, then the parties shall notify one another in writing within a further ten (10) calendar days, of the name of their respective nominee. Such nominees shall select a Chair within a further ten (10) calendar days. Should the parties or the nominees where applicable not be able to agree on the Chair, then the Minister of Labour for the Province of Ontario shall appoint the Chair.

8.04 The Arbitrator shall not be authorized to make a decision inconsistent with the provisions of this Agreement, not to alter, add to, or amend any part of this Agreement.

8.05 The proceedings will be expedited by the parties. There shall be a meeting at least forty-five (45) calendar days prior to the scheduled Hearing day to once again attempt to resolve the matter. If the matter is still not resolved, then the parties may agree to a Statement of Facts prior to the Hearing.

8.06 All agreements reached under the grievance procedure by the parties shall be final and binding on the parties for that grievance.

8.07 Each of the parties will share equally the fees and expenses of the Arbitrator.

8.08 Policy Grievance

A grievance arising between the Union and the Employer shall proceed to Step 1 within fourteen (14) calendar days of the circumstances giving rise to the grievance, or ought reasonably to have come to the attention of the Union.

8.09 Group Grievance

When a group of nurses have similar concerns the matter will proceed to Step 1 within ten (10) calendar days of the occurrence, or ought reasonably to have come to the attention of the nurses.

8.10 Discharge/Suspension Grievance

The Employer agrees that it will only suspend and discharge for just cause. The Employer agrees to provide written reasons within a reasonable time to a nurse who has been discharge. These grievances will be filed at Step 1 within ten (10) calendar days of such occurrence, or ought reasonably to have come to the attention of the nurse.

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

- (a) reasons which are arbitrary, discriminatory or in bad faith;
- (b) exercising a right under this Agreement.

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

A claim by a probationary nurse that she or he has been unjustly released shall be treated as a grievance, provided the nurse is entitled to grieve, if a written statement of such grievance is lodged by the nurse with the Employer at Step No. 1 within seven (7) days after the date the release is effected. Such grievance shall be treated as a special grievance as set out below.

The Employer agrees to provide written reasons within seven (7) calendar 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 probationary period, without just cause.

A claim by a nurse, who has completed her or his probationary period, that she or he has been unjustly discharged or suspended shall be treated as a grievance, if a written statement of such grievance is lodged by the nurse with the Employer at Step No. 1 within seven (7) calendar days after the date the discharge or suspension is effected. Such grievance may be settled under the Grievance or Arbitration Procedure by:

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

8.12 At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, a nurse is entitled to be represented by her nurse representative. In cases of suspension, discharge, the Employer shall notify the nurse of this right in advance.

8.13 Association grievances shall be on the forms set out in Appendix "E".

ARTICLE 9 - ACCESS TO AND USE OF FILES

9.01 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 the 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.

9.02 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 10 – SENIORITY

10.01 (a) Newly hired full-time nurses shall be considered to be on probation for a period of sixty (60) paid tours from date of last hire. If retained after the probationary period, the nurse shall be credited with seniority from date of last hire. With the written consent of the Employer, the probationary

nurse, and the President of the Bargaining Unit or her designate, such probationary period may be extended.

Where the Employer requests an extension of the probationary period it will provide notice to the President of the Bargaining Unit or her designate at least fourteen (14) calendar days prior to the expected date of expiration of the initial probationary period.

It is understood and agreed that any extension to the probationary period will not exceed an additional sixty (60) paid tours, and, where requested, the Employer will advise the nurse and the President of the Bargaining Unit or her designate of the basis of such extension.

- (b) Newly hired part-time nurses shall be considered to be on probation for a period of four hundred and fifty (450) paid hours worked or six (6) months whichever comes first from date of last hire. If retained after the probationary period, the nurse shall be credited with seniority from date of last hire. With the written consent of the Employer, the probationary nurse, and the President of the Bargaining Unit or her designate, such probationary period may be extended. Where the Employer requests an extension of the probationary period it will provide notice to the President of the Bargaining Unit or her designate at least fourteen (14) calendar days prior to the expected date of expiration of the initial probationary period.

It is understood and agreed that any extension to the probationary period will not exceed an additional four hundred and fifty (450) paid hours worked, and, where requested, the Employer will advise the nurse and the President of the Bargaining Unit or her designate of the basis of such extension.

10.02

Job Security

Subject to Article 10.05,

- (a) Seniority for full-time nurses shall be defined as length of service with the Employer since date of last hire. A full-time year is nineteen hundred and fifty (1950) paid hours.
- (b) Seniority for part-time and casual nurses shall be based on paid hours accumulated since date of last hire. It is recognized that fifteen hundred (1500) hours paid will be the new equivalent to equal one (1) year of full-time service.

The Employer will keep up-to-date, separate seniority lists for full-time and part-time nurses. The Employer will keep an up-to-date seniority list for casual nurses, which will only be used for job posting purposes or a reduction in the complement of casual nurses. The Employer will provide 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 the seniority lists in a conspicuous place at the time they are forwarded to the Association.

10.03 A nurse's full seniority and service shall be retained by the nurse in the event that she is transferred from full-time to part-time or in the event she is transferred from casual to regular 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 (1500) hours paid for each year of full-time seniority 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 (1500) hours paid. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.

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

- (a) On an approved leave of absence with pay;
- (b) When on an approved leave of absence without pay not exceeding thirty (30) continuous calendar days;
- (c) When in receipt of sick leave or long-term disability benefits;
- (d) When in receipt of Workers' Compensation 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.

NOTE: The accrual of seniority and service for nurses on pregnancy and parental leave applies to both full-time and part-time nurses.

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

- (a) When on an approved leave of absence, without pay, exceeding thirty (30) continuous calendar days;
- (b) When on lay off of up to twenty-four (24) months.

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

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

- (a) Retirement;
- (b) Resignation;
- (c) Discharge which is not overturned by the grievance/arbitration procedure;
- (d) Laid off for more than 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 the 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 the purposes other than for which the leave was granted.
- (g) If she refuses to continue to work or return to work during an emergency (excluding normal daily staffing shortages) which seriously affects the Employer's ability to provide adequate patient care, unless satisfactory reason is given to the Employer.
- (h) If absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing a reason satisfactory to the Employer.

10.07 Where the skill, ability, experience and qualifications are relatively equal between two (2) or more nurses, seniority shall be the directing factor when decisions are made with regard to promotions or transfers within the Bargaining Unit.

10.08 (a) The Employer agrees to post notice of all permanent vacancies or new positions established within the Bargaining Unit for a period of ten (10) calendar days in advance of the appointment. Notice of such vacancies will be distributed using the Employer's e-mail system and/or fax. Nurses wishing to be considered for such positions, or vacancies, shall make written application within the ten (10) day posting period, to the Executive Director or her designate. The name of the successful applicant will be posted. Subsequent vacancies created by filling of a posted vacancy are to be posted for seven (7) consecutive days.

- (b) A nurse may make a written request for transfer by advising the Employer and filing a Request For Transfer form indicating her name, qualifications, experience, present area of assignment, seniority, and requested area of assignment. A Request for Transfer shall become active as of the date it is received by the Employer and shall remain so until December 31st following. Such requests will be considered as applications for posted vacancies and subsequent vacancies created by the filling of a posted vacancy.

At the request of the nurse, the Employer will discuss with unsuccessful applicants' ways in which they can improve their qualifications for future postings.

10.09 The Employer shall have the right to fill the vacancy or new position on a temporary basis until the posting procedure has been completed and arrangements have been made to permit the successful applicant to be assigned to the job concerned.

Vacancies which are not expected to exceed sixty (60) calendar days and vacancies caused due to illness, accident, leaves of absence (including pregnancy and parental) may be filled at the discretion of the Employer.

In filling such vacancies, consideration shall be given to regular part-time nurses in the bargaining unit on the basis of seniority who are qualified to perform the work in question.

If the temporary vacancy is not filled by a regular part-time nurse, consideration will be given to casual part-time nurses in the bargaining unit on the basis of seniority who are qualified to perform the work in question, prior to utilizing non-bargaining unit nurses supplied by an agency or registry.

It is understood, however, that where such vacancies occur on short notice, failure to offer part-time nurses such work shall not result in any claim for pay for time not worked while proper arrangements are made to fill vacancy.

Where part-time nurses fill temporary full-time vacancies, such nurses shall be considered regular part-time. Upon completion of the temporary vacancy, such nurse shall be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.

10.10

Lay Off and Recall

- (a) Where there is a reduction in the workload resulting in a surplus of nurses, all temporary positions will be cancelled and nurses filling those temporary positions will be returned to their home positions before affecting a lay off.
- (b) Where there is a reduction in the workload in a program resulting in a surplus of nurses, and the Employer effects a lay off(s) the Employer shall lay off nurses in reverse order of seniority, within the program provided the nurses remaining are qualified to perform the available work. Probationary nurses shall be first laid off.
- (c) Lay off is separate for full-time and part-time initially. Part-time nurses may only displace another part-time nurse but a full-time nurse may displace another full-time nurse or part-time nurse.
- (d) A nurse who has been notified of a temporary lay off may:
 - i) Accept the lay off; or
 - ii) Elect to transfer to a vacant position provided she or she is qualified to perform the available work; or
 - iii) Displace the least senior nurse in the bargaining unit whose work she or he is qualified to perform.
- (e) A nurse who has been notified of a permanent lay off may:
 - i) Accept the lay off; or

- ii) Opt to retire if eligible under the terms of the pension plan, or
- iii) Elect to transfer to a vacant position provided that she or he is qualified to perform the available work.
- iv) Displace a nurse in the visiting nurse program who has lesser bargaining unit seniority and whose work the nurse subject to lay off is qualified to perform. The Employer will provide a familiarization period of up to thirty-seven point five (37.5) hours, as determined by the Employer.

In the case of temporary or permanent lay off, a nurse shall indicate her decision within seventy-two (72) hours of notification.

- (f) No reduction in the hours of work shall take place to prevent or reduce the impact of lay off.
- (g) A reduction of full-time or part-time staffing complement is considered a lay off.
- (h) After a lay off, if there is a vacancy at the Branch, then such vacancy shall be posted. If the work a nurse was laid off from returns within twelve (12) months, then the recall provision shall be applied. The Employer will notify employees who are laid off about the existence of a vacancy prior to hiring new employees. Such notification shall be sent to the last know address provided by the nurse and it is the nurse's responsibility to provide the Employer with her current address.
- (i) Casual nurses will not be utilized while full-time or part-time nurses remain on lay off until the provisions of Article 10.13 have been met.
- (j) In this Article, a "vacant position" shall mean a position for which the posting process has been completed and no successful applicant has been appointed.
- (k) No new nurses shall be hired until all those nurses who retain the right to be recalled have been given an opportunity to return to work.
- (l) Temporary lay off will be defined as a lay off of six (6) weeks and not more than thirteen (13) weeks, which is required due to a reduction in workload. When such lay off is required, the staff affected will be given thirty (30) calendar days advance notice. When such lay off is required the Association will be notified and a meeting will be held between the parties to discuss the reasons for the lay off.
- (m) Permanent lay off will be defined as a lay off that will exceed thirteen (13) weeks due to a reduction in the workload. Any nurse affected by such a lay off will be given thirty (30) calendar days notice. The Employer will comply with the provisions as outlined below in permanent and long-term actual numbers.

- 10.11 In the event of a proposed lay-off of a permanent or long term nature, the Employer will:
- (a) provide the Association with no less than sixty (60) calendar days notice of such lay-off; and,
 - (b) meet with the Association to review the following:
 - i) the reasons causing the lay-off;
 - ii) the service which the Employer will undertake after the lay off; and,
 - iii) the method of implementation including the areas of cutback and the nurses to be laid off.
 - iv) any other alternatives
 - (c) When an employee accepts a long-term lay off, 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 lay off, you may disqualify yourself from Employment Insurance payments according to their rules and Severance pay according to the Employment Standards Act.

- 10.12 Full-time and part-time nurses shall be recalled in order of seniority provided that a nurse recalled is qualified to perform the available work:
- (a) The recall list shall be a separate list of full-time and part-time nurses listed according to seniority within the bargaining unit.
 - (b) The Employer will provide a familiarization period of up to thirty-seven point five (37.5) hours, as determined by the Employer.
 - (c) Full-time and part-time nurses on lay off may notify the Employer of their interest in accepting occasional vacancies and/or temporary vacancies which may arise and for which they are qualified.
 - (d) For the purposes of this Article, an “occasional vacancy” shall mean an assignment which is anticipated not to exceed five (5) tour (37.5 hours) and a “temporary vacancy” shall mean an assignment which is anticipated to exceed five (5) tours (37.5 hours). These vacancies shall be subject to Article 10, Article 13 and Article 14 before being offered to laid off nurses.
 - (e) A nurse to whom an occasional or temporary vacancy is offered may accept or decline such a vacancy and in either case shall maintain her position on the recall list. Acceptance of a temporary or occasional vacancy shall not constitute a recall from a lay off.

A full-time employee receiving work under this provision will receive the benefits applicable to part-time employees.

- (f) Before any lay off occurs early retirement incentives may be offered by the Employer.
- 10.13 (a) A nurse who is transferred to a position outside of the bargaining unit for a period of not more than one (1) year shall retain, but not accumulate, his/her seniority held at the time of transfer. In the event, the nurse is returned to a position in the bargaining unit, she shall be credited with seniority held at the time of transfer and resume accumulation from date of her/his return to the bargaining unit.
- (b) In the event that a nurse is transferred to a position outside of the bargaining unit for a period in excess of one (1) year, she will lose all seniority held at the time of transfer. In the event the nurse is returned to a position in the bargaining unit, the nurse's seniority will accrue from the date of her/his return to the bargaining unit.
- 10.14 No reduction in the hours of work shall take place to prevent or reduce the impact of a lay-off without the consent of the Association.
- 10.15 Nurses who are in supervisory positions excluded from the bargaining unit shall not perform duties normally performed by nurses in the bargaining unit which shall directly cause or result in the lay off, loss of seniority or service or reduction in benefits to nurses in the bargaining unit.
- Nurses will be assigned duties and responsibilities in accordance with the Regulated Health Professions Act and other applicable statutes and regulations thereto. The Employer will not assign such duties and responsibilities to employees not covered by this Agreement unless those duties and responsibilities are appropriate to the position occupied by the person to whom the duties and responsibilities are being assigned and are consistent with quality patient care.
- 10.16 The Employer shall not contract out the work of a bargaining unit nurse if, as a result of such contracting out, any bargaining unit nurse other than a casual part-time nurse is laid off, displaced or loses hours of work or pay. Prior to contracting out any available work, the Employer will first [1st] offer the work on the basis of seniority to regular part-time nurses in the bargaining unit. Contracting out to any Employer who is organized and who will employ employees of the bargaining unit who would otherwise be laid off, with similar terms and conditions of employment, is not a breach of this provision.
- This clause will not apply to the ad hoc use of agency or registry nurses for coverage of vacancies due to illness or leaves of absence and or shift nursing for complex care cases.
- 10.17 Nurses recalled from lay-off under Section 10.13 and nurses exerting their bumping rights and nurses whose probationary period has been extended under Section 10.01 may be provided any orientation determined necessary by the Employer and the nurse. A request by such a nurse for orientation shall not be unreasonably denied.

- 10.18 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 regularly scheduled hours of work of any bargaining unit member.

ARTICLE 11 - LEAVE OF ABSENCE

- 11.01 Written requests for a personal leave of absence without pay will be considered on an individual basis by the Executive Director or designate. Such requests are to be as far in advance as possible and a written reply will be given within fourteen (14) days, except in cases of emergency. Such leave shall not be unreasonably withheld.

11.02 Jury/Witness Duty

If a full-time or regular part-time 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 party, or required by subpoena to attend a court of law or Coroner's inquest in connection with a case arising from the nurse's duties at the Employer, the nurse shall not lose seniority/service or regular pay because of such attendance and shall not be required to work on the day of such duty provided that the nurse:

- (a) notifies the Employer immediately on the nurse's notification that she will be required to attend court;
- (b) presents proof of service requiring the nurse's attendance;
- (c) deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt where available.

11.03 Pregnancy/Parental Leave

- (a) Pregnancy/Parenting leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.

A nurse, who is eligible for a pregnancy leave, may extend the leave for a period of up to twelve (12) months' duration, inclusive of any pregnancy leave.

- (b) The service requirement for eligibility for pregnancy/parenting leave shall be thirteen (13) weeks of continuous service.
- (c) The nurse shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (d) The nurse shall re-confirm her intention to return to work on the date originally approved in subsection (c) above by written notification received

by the Employer at least four (4) weeks in advance thereof. The nurse shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.

- (e) On confirmation by the Canada Employment and Immigration Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on parenting leave as provided under this Agreement who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 30 of the Employment Insurance Act, 1996 shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance Benefits and any other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Employer of the nurse's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of fifteen (15) weeks. The nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.
- (f) A nurse who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the Employment Standards Act, except where amended by this provision.
- (g) A nurse who has taken a pregnancy leave under Article 11.03 is eligible to be granted a parental leave of up to eighteen (18) weeks duration, in accordance with the Employment Standards Act. A nurse who is eligible for a parental leave who is the natural father or is an adoptive parent may extend the parental leave for up to twelve (12) months duration, consideration being given to any requirements of adoption authorities.

In cases of adoption, the nurse shall advise the Employer as far in advance as possible with the respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the nurse finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

- (h) The nurse shall be reinstated to her former position, unless her former position has been discontinued, in which case she shall be given a comparable job.
- (i) Nurses newly hired to replace nurses who are on approved parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her probationary period. The nurse shall be credited with tours worked (hours worked for nurses whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 10.01 to a maximum of thirty (30) tours (225

hours for nurses whose regular hours of work are other than the standard work day).

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

- (j) Effective April 1, 1991, on confirmation by the Canada Employment and Immigration Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 20 of the Employment Insurance Act 1996 shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty-four (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance Benefits and other earnings. Such payment shall commence following completion of the two (2) weeks Employment Insurance waiting period, and receipt by the Employer of the nurse's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance Benefits for a maximum period of ten (10) weeks. The nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

11.04 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 four (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.

11.05 Education Leave

- (a) Leaves of absence, without pay, for the purpose of further education directly related to the nurse's employment with the Employer may be granted on written application by the nurse to the Executive Director or her designate. Requests for such leave will not be unreasonably denied.
- (b) A full-time or regular part-time nurse shall be entitled to leave of absence without loss of earnings from her regularly scheduled working hours for the purpose of writing any examinations required in any recognized course in which nurses are enrolled to upgrade their nursing qualifications.

- (c) Leaves of absence without loss of regular earnings from regularly scheduled hours for the purpose of attending short courses, workshops or seminars directly related to the nurse's employment at the Employer, may be granted at the discretion of the Employer upon written application by the nurse to the Executive Director or her designate.
- (d) Nurses will not be required to work on the day they write the examination.

11.06 Leave for Association Business

The Employer agrees to grant leaves of absence, without pay, to nurses elected by the Association to attend Association business including conferences, conventions and Provincial Committee meetings. Leaves of absence, without pay, for Association business up to an aggregate of thirty-five (35) days during each twelve (12) month term of this Agreement will be granted, provided four (4) weeks' advance notice is given to the Employer prior to the expected date of the commencement of such leave of absence and such leave of absence does not interfere with the continuous efficient operation of the Employer. Such leave shall not be unduly withheld.

During such leave of absence, the nurse's salary and applicable benefits or percentage in lieu of fringe benefits shall be maintained by the Employer and the Bargaining Unit agrees to reimburse the Employer in the amount of the daily rate of the full-time nurse or in the amount of the full cost of such salary and percentage in lieu of fringe benefits of a part-time nurse except for Provincial Committee meetings which will be reimbursed by the Association. The Employer will bill the Bargaining Unit within a reasonable period of time.

No more than one (1) nurse shall be absent at the same time. The Employer may agree to more than one (1) if operational requirements deem it feasible.

Part-time nurses will receive seniority credit for all leaves granted under this Article.

11.07 Leave, Board of Directors

A nurse who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the Office of President, shall be granted, upon request, such leave(s) of absence as she may require to fulfil the duties of her position. Reasonable notice - sufficient to adequately allow the Employer to minimize disruption of its services shall be given to the Employer for such leave of absence.

Notwithstanding Article 10.05 there shall be no loss of seniority or service during such leave of absence. Leave of absence under this provision shall be in addition to the Association leave provided in Article 11.06 above. 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.

11.08 Leave, President, ONA

Upon application in writing by the Association on behalf of the nurse to the Employer, a leave of absence shall be granted to such nurse elected to the office

of President of the Ontario Nurses' Association for a period of up to three (3) consecutive years. Notwithstanding the provisions of Article 10.05, there shall be no loss of service or seniority 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. It is understood, however, that during such leave the nurse shall be deemed to be an employee of the Ontario Nurses' Association. The nurse agrees to notify the Employer of her/his intention to return to work at least two (2) weeks prior to the date of such return.

11.09 Professional Leave

An employee elected to the College of Nurses will provide the Employer with written notice of their new position. Professional leave with pay will be granted to full-time or regular part-time nurses who are elected to the College of Nurses to attend regularly scheduled meetings of the College of Nurses.

The nurse shall:

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

11.10 Pre-paid Leave Plan

Effective August 25, 1993, the Employer agrees to introduce a pre-paid leave plan program, funded solely by the nurse, subject to the following terms and conditions:

- (a) The plan is available to nurses wishing to spread four (4) years salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The nurse must make written application to the Executive Director or 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 the leave.
- (c) The number of nurses that may be absent at any one (1) time shall be two (2). The year for purposes of the program shall be September 1st of one year to August 31st the following year or such other twelve (12) month period as may be agreed upon by the nurse, the Bargaining Unit and the Employer.

- (d) Written applications will be reviewed by the Executive Director or her designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.
- (e) During the four (4) years of salary deferral, twenty percent (20%) of the nurse's gross annual 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, if any, benefits shall be kept whole during the four (4) years of salary deferral. During the year of the 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. The nurse shall become responsible for the full payment of premiums for any health and welfare benefits in which she is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The nurses will not be eligible to participate in the disability income plan during the year of the leave.
- (i) A nurse may withdraw from the plan at any time during the deferred portion provided three (3) months' notice is given the Executive Director or designate. Deferred salary, plus accrued interest, if any, will be returned to the nurse, within a reasonable period of time.
- (j) 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.
- (k) 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.
- (l) 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.
- (m) Final approval for entry into the pre-paid leave 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 11.10 (b) of the Collective Agreement;
- ii) the period of salary deferral and the period for which the leave is requested;
- iii) the manner in which the deferred salary is to be held.

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

11.11 Secondment

A nurse, who is seconded from the Employer to a bipartite or tripartite Committee/position involving the Health Sector or the Broader Public Sector, shall be granted leave of absence without pay for a period of up to five (5) years. Notwithstanding Article 10.05, there shall be no loss of seniority or service during such leave. Subject to this agreement of the agency to which the nurse is seconded, the nurse's salary and applicable benefits shall be maintained by the Employer and 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 two (2) weeks prior to the date of such return.

ARTICLE 12 - PAID HOLIDAYS

12.01 A full-time nurse will receive the following holidays, without reduction in her regular pay:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	2nd Monday in November
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	
Easter Monday	

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

- (a) legitimate illness or accident, which commenced within a month of the date of the holiday;
- (b) vacation granted by the Employer;
- (c) the nurse's regular scheduled day off;

- (d) a paid leave of absence provided the nurse is not otherwise compensated for the holiday.

12.03 A full-time nurse, who is required to work on a paid holiday, shall be paid one and one-half (1½) times her regular straight time hourly rate of pay for all time worked on such holiday, in addition to such holiday pay, she will receive a lieu day off with pay in the amount of her straight time hourly rate of pay times the number of hours in a normal daily tour as set out in Article 14.

Failure to report for work assigned on such holiday will disqualify a nurse for holiday pay, unless excused by the Employer. Such discretion shall not be exercised in an arbitrary manner.

12.04 When a nurse is required to work on a paid holiday and she is required to work additional hours following her full tour on that day (but not including hours on a subsequent regularly scheduled shift for such nurse) she shall receive two (2) times her regular straight time hourly rate for such additional hours worked, but no further premium payment for such additional hours worked. Nothing herein shall disentitle the nurse to payment for the normal tour differential provided herein.

12.05 Casual part-time nurses required to work on any of the holidays defined by the Employment Standards Act and the Civic Holiday shall be paid one and one-half (1½) times their regular straight time hourly rate for all hours worked on such holiday.

12.06 A regular part-time nurse, who is required to work on a paid holiday, shall be paid one and one-half (1½) times her regular straight time hourly rate of pay for all time worked on such holiday. Failure to report for work assigned on such holiday will disqualify a nurse for holiday pay, unless excused by the Employer. Such discretion shall not be exercised in an arbitrary manner.

12.07 A tour that begins or ends during the twenty-four (24) hour period on the above holidays where the majority of hours falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the tour.

12.08 The Employer will endeavour to equitably distribute paid holidays.

12.09 Holiday pay will be computed on the basis of the nurse's regular straight time hourly rate of pay times the number of hours for a normal daily tour as set out in Article 14.01 (a).

12.10 When requested in advance of a posted schedule, the Employer will endeavour to schedule a nurse to work the weekend adjacent to a Paid Holiday, if required to work on the holiday.

When requested in advance of a posted schedule, the Employer will endeavour to schedule a nurse off on the weekend adjacent to a Paid Holiday if off on the holiday.

ARTICLE 13 - VACATION WITH PAY

- 13.01 (a) For the purpose of calculating vacation eligibility, the vacation year shall be from April 1st of any year to March 31st of the following year. Effective August 25, 1993, and subsequent vacation years, the following vacation provisions shall apply:
- i) Full-time nurses who have less than one (1) year of continuous service shall be entitled to a vacation with pay at their regular rate of 1.25 days for each completed month of service (9.375 hours for nurses whose regular hours of work are other than the standard work day) with pay in the amount of six percent (6%) of gross earnings.
 - ii) Full-time nurses who have completed one (1) or more years of continuous service but less than three (3) years of continuous service shall receive an annual vacation of three (3) weeks with pay at their regular rate provided the full-time nurse works or receives paid leave for a total of at least 1525 hours in the vacation year (112.5 hours pay for nurses whose regular hours of work are other than the standard work day).
 - iii) Full-time nurses who have completed three (3) years or more of continuous service shall receive an annual vacation of four (4) weeks with pay at their regular rate provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year (150 hours pay for nurses whose regular hours of work are other than the standard work day).
 - iv) Full-time nurses who have completed fifteen (15) years or more of continuous service shall receive an annual vacation of five (5) weeks with pay at their regular rate provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year (187.5 hours pay for nurses whose regular hours of work are other than the standard work day).
 - v) Full-time nurses who have completed twenty-five (25) years or more of continuous service shall be entitled to an annual vacation of six (6) weeks with pay at their regular rate (225 hours pay for nurses, whose regular hours of work are other than the standard work day), provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (b) Part-time and casual nurses shall be entitled to vacation pay in the following manner:
- | | | |
|----------------------------|---|-----------------------|
| three (3) week entitlement | - | 6% of gross earnings |
| four (4) week entitlement | - | 8% of gross earnings |
| five (5) week entitlement | - | 10% of gross earnings |
| six (6) week entitlement | - | 12% of gross earnings |

Payment for vacation pay shall occur on each pay cheque unless the nurse requests payment to be banked and paid as per VON Branch vacation policy.

- 13.02
- (a) The Employer shall make every reasonable effort to grant nurses a minimum of two (2) weeks' continuous vacation between July 1st and Labour Day if so requested by the individual nurse. A week of vacation shall be seven (7) consecutive days off.
 - (b) Weekends prior to and following scheduled vacation will be scheduled off for vacation covering two (2) consecutive weeks or more.
 - (c) The date and time on which a nurse is to report following vacation shall be indicated on the posting advance time schedule.
 - (d) Nurses shall be given preference with respect to their vacation period in accordance with their bargaining unit seniority once during the vacation year.
 - (e) Requests for vacation during the time period from July 1st to Labour Day shall be submitted to the immediate supervisor prior to April 1st. The finalized schedule will be posted by May 1st.
 - (f) Requests for vacation during the time period from Labour Day to March 31st, shall be submitted at least ten (10) days in advance of the posting of the six (6) week time schedule and no later than October 31st for all outstanding vacation entitlement. The finalized schedule will be posted by December 1st. Vacations not requested by October 31st shall be scheduled by the Employer after consultation with the nurse.
 - (g) The Employer shall have a reasonable vacation quota in place for the bargaining unit. A nurse who is denied a requested vacation period shall, on request, be provided with a reason and given the opportunity to replace her own shifts, provided that such exchange of shifts does not result in overtime, premium payments or additional travel costs.
- 13.03 A nurse who leaves the employ of the Employer for any reason shall be entitled to receive any unpaid vacation pay which has accrued to her to the date of her separation, it being understood and agreed that the nurse will provide at least two (2) weeks' notice of termination.
- 13.04 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 part-time and full-time nurse employed by the Employer in accordance with Article 10.02 and accumulated on a continuous basis. For the purpose of this Article, 1500 hours of part-time service shall equal one (1) year of full-time service.

13.05 The following shall apply to full-time nurses in the VON, North Bay, Parry Sound Office:

- (a) Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.

The portion of the employee's vacation, which is deemed to be sick leave under the above provision, will not be counted against the employee's vacation credits.

- (b) Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in a hospital; the period of such hospitalization shall be considered sick leave.

The portion of the employee's vacation, which is deemed to be sick leave under the above provision, will not be counted against the employee's vacation credits.

- (c) Single vacation days may be granted as long as the nurse provides three (3) working days' notice and subject to operational requirements.

- (d) Where a nurse's scheduled vacation is interrupted due to a bereavement, the nurse shall be entitled to bereavement leave in accordance with Article 11.04.

The portion of the employee's vacation, which is deemed to be bereavement leave under the above provisions, will not be counted against the employee's vacation credits.

ARTICLE 14 - HOURS OF WORK

14.01 The following provisions designating regular hours on a daily tour and regular daily tours over the Employer's nursing schedule shall not be construed to be a guarantee of the hours of work to be done on each tour or during each tour schedule. Subject to section 14.02:

- (a) Subject to 14.06 (j), the normal daily tour for full-time employees shall be seven and one-half (7½) hours (four hundred and fifty (450) minutes inclusive of travel time) inclusive of two (2) fifteen minute paid rest periods and exclusive of an unpaid meal period, of thirty (30) minutes.

- (b) The normal hours of work for full-time employees shall average seventy-five (75) hours per two (2) week period.

- (c) i) Any nurse may choose to flex the start time and length of tour to accommodate the needs of the caseload, providing the hours worked do not exceed the normal hours of work in a two (2) week period. The Employer must be advised of the planned flexing prior to the nurse's day. Such daily flexing of length of tour done by the nurse shall not result in any overtime payment or compensatory time accumulation.

ii) The Employer may require a nurse to flex the start and end time of a tour to accommodate the needs of the caseload, provided the hours worked do not extend beyond 1800 hours. The Employer shall not apply this clause in an unreasonable manner.

(d) Nurses who are assigned to the VON Parry Sound Clinic will be provided an extra fifteen (15) minutes of paid time per shift to compensate for preparing for and setting up the clinic.

14.02 A nurse shall be entitled to take an unpaid half-hour meal break at the approximate mid-point of her tour. There will be a fifteen (15) minute rest period during each half ($\frac{1}{2}$) tour (for rest periods, a work assignment of 360 minutes or more qualifies for two (2) rest periods).

14.03 Overtime will not be paid for additional hours worked during a twenty-four (24) hour period as a result of change over to daylight saving from standard time, or vice versa, or exchange of tours by two (2) or more nurses.

14.04 (a) 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.

(b) Evening Visiting Nursing

i) The normal hours of work for the evening visiting program have the majority of hours between 1400 hours to 2400 hours. If the caseload permits, the nurse working this schedule may flex her start and stop time.

ii) The nurses will be provided with their assignment by 1400 hours. The Employer will make a reasonable effort to provide such assignment by 1230. Any Employer initiated cancellation will be done by 1200 hours.

(c) Night Visiting Nursing

i) The normal hours of work for the night visiting program have the majority of hours between 2400 hours to 0800 hours. If the caseload permits, the nurse may flex her start and stop time.

ii) The nurses will be provided with their assignment by 2100 hours and any Employer initiated cancellation will be done by 1830 hours.

(d) All full-time and regular part-time nurses hired after November 1, 2008, shall be required to work evenings and night shifts on a rotational basis. This does not preclude employees volunteering to work only evenings or nights or being hired to work specifically evenings or nights.

- (e) For the purposes of weekend scheduling the first (1st) weekend in April of each calendar year will be used to start the rotation. The Employer will continue the practice of scheduling nurses to work no more than one (1) weekend in four (4) to the extent that operations permit. Where operationally required, a nurse may be scheduled to work alternate weekends.

Notwithstanding the above, nurses on staff as of the ratification of this Collective Agreement will continue to work one (1) weekend in four (4) to the extent that operations permit, and where operationally required, may be scheduled to work (2) weekends in five (5).

A nurse will receive time and one-half (1½) her regular straight time hourly rate for all hours worked on a consecutive and subsequent weekend save and except where:

- i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
- ii) such nurse has requested weekend work; or
- iii) such weekend is worked as a result of an exchange of shift with another nurse.

For the purposes of Article 14.04 (e), a weekend shall consist of at least sixty-four (64) consecutive hours off work from the completion of the Friday day shift to the commencement of Monday day shift.

- (f) Where a nurse is required to work additional hours following her full tour on her weekend, or on any day for which she receives time and one-half (1½) (but not including hours on a subsequent regularly scheduled shift for such nurse) she shall receive two (2) times her regular straight time hourly rate for such additional hours worked, but no further premium payment for such additional hours.

14.05

If a nurse is required to work in excess of the hours worked in either Article 14.01 (a) or (b), she shall receive overtime premium of one and one-half (1½) times her regular straight time hourly rate which overtime premium shall be compensated by mutual agreement of the nurse and the Employer by either:

- (a) Payment of overtime premium at the rate of one and one-half (1½) times the nurse's regular straight time hourly rate of pay for the time so worked; or
- (b) Lieu time off at the rate of one and one-half (1½) times the time so worked.

Overtime premium will not be duplicated for the same hours under Clause (a) and (b) of paragraph 14.01, nor pyramided with any other premium payable under this Agreement. Nothing herein shall disentitle the nurse to the payment of the normal tour differential or responsibility pay for a full overtime tour worked.

For purposes of clarity, a full-time nurse who is required to work on her scheduled day off shall receive overtime premium of one and one-half (1½) her regular straight time hourly rate.

14.06

The Employer will endeavour to maintain and achieve the following objectives in the formation of working schedules:

- (a) Requests for a change of scheduled working hours must be submitted in writing and co-signed by the nurse willing to exchange tours. The request for such a change shall be subject to approval by the Executive Director or her designate and will not result in additional cost to the Employer, such approval shall not be unreasonably withheld.
- (b) A regular part-time nurse will be scheduled off at least four (4) days, in any two (2) week period, including at least one (1) period of two (2) consecutive days off and a minimum of split days will be scheduled, unless mutually agreed otherwise.
- (c) Nurses will not be scheduled to work more than seven (7) consecutive days unless mutually agreed otherwise.
- (d) Schedules will be posted minimally two (2) weeks in advance, for a four (4) week period. Requests for time off during the scheduling period will be submitted, in writing, to the immediate supervisor one (1) week prior to posting. The Employer will provide a copy of the completed schedule to the Bargaining Unit President or designate.
- (e) 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 or days to other days) without twenty-four (24) hours notice. The Employer will not exercise this clause in an arbitrary manner.

(f) Cancellation Pay

Where a nurse's tour is cancelled with less than sixteen (16) hours notice, due to a reduction in caseload, she shall be paid one and one-half (1.5) 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.

(g) Christmas/New Year's

- i) In order to accommodate the Christmas/New Year's scheduling, normal scheduling provisions shall not operate during the period of December 15th to January 9th (first weekend after New year). During this period, the Employer will make every reasonable effort to not require a nurse to work more than one (1) weekend.

- ii) A nurse shall not be scheduled to work both Christmas and New Year's unless agreed otherwise.
 - iii) Where a nurse works Christmas the Employer will endeavour to schedule her off for at least five (5) consecutive days over New Year's (and vice versa) subject to operational demands. Such days shall be provided through a combination of designated holidays and regularly scheduled days off as mutually agreed between the employee and the Employer.
 - iv) Christmas time shall include December 24th, 25th and 26th.
 - v) New Year's time shall include December 31st and January 1st.
 - vi) Each nurse shall be advised of their time off no later than November 15th.
 - vii) Where a nurse has been scheduled off for both Christmas and New Years as defined in 14.06 f (iv) and (v) said nurse shall be scheduled for five consecutive days off on one of these occasions. Such days shall be provided through a combination of designated holidays and regularly scheduled days off.
- (h) Prior to the posting of any changes to their scheduled shift, the Employer will notify the nurse.
- (i) It is understood that the working of shifts of less than the normal daily hours (short shift), is exclusive of weekends and statutory holiday assignments.
- i) The Employer will endeavour to keep the number of short shift assignments to a minimum.
 - ii) If a work schedule is for a short shift, than it will be assigned to the least senior nurse(s) scheduled to work that day subject to reasonable considerations of continuity of care, specific client needs and travel. 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 shall, subject to reasonable considerations of specific client needs and travel, and providing the granting of such work does not impact on mandatory continuity standards, be assigned visits from the work list of the least senior nurse scheduled to work that day, (up to a full day), with the approval of 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.

- (j) 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. Where mutually agreeable the nurse may choose to either not to 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.

14.07 The regular part-time commitment to be available shall be as follows:

- (a)
 - i) A minimum of two (2) tours per week;
 - ii) Forty-six (46) weeks per year;
 - iii) Work Christmas or New Year's, alternating each year unless otherwise mutually agreed;
 - iv) Work no more than fifty percent (50%) of the paid holidays, only one (1) of which may be Dominion Day or Civic Holiday.
- (b) The daily and weekly hours of work for part-time nurses may vary from day to day and week to week.
- (c) The scheduling of a part-time nurse for weekend work will be in accordance with Article 14.04 (e) unless a nurse requests weekend work. Notwithstanding this a part-time nurse may be hired to work exclusively on weekends.
- (d) The Employer shall not refuse to accept an offer from a nurse to make commitment to be available for work on a regular predetermined basis solely for the purpose of utilizing casual nurses so as to restrict the number of regular part-time nurses.
- (e)
 - i) All regular part-time nurses will be scheduled up to their committed tours by seniority before any casual part-time nurses are utilized.
 - ii) When regular part-time nurses have been given the opportunity to work up to their commitment, the Employer will endeavour to offer additional tours to regular part-time nurses on the basis of seniority, prior to offering tours to casual nurses, subject to the following:
 - A) Nurses who wish to be considered for additional tours must indicate their availability every Friday for the following week. A nurse must provide at least twenty-four (24) hours notice to cancel availability for additional tours;
 - B) The Employer will avail to the nurses in A above with reasonable opportunity to allow senior regular part-time

nurses to accept the additional tour, except for situations where the Employer must fill the shift as soon as possible;

- C) It is understood that the Employer will not be required to offer tours which would result in overtime premium pay;
- D) When a regular part-time nurse accepts an additional tour, she must report for that tour unless arrangements satisfactory to the Employer is made.

14.08 Casual Utilization

- (a) A casual nurse will provide availability for tours of duty. Such availability shall be submitted at least two (2) weeks prior to the posting of the schedule.
- (b) Casual employees who have been offered and accepted shifts based on their availability cannot cancel such shifts and the process for exchanging a scheduled shift in Article 14.05 (g) is to be followed.
- (d) 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 Regular straight time hourly rate means the product of the nurse's monthly salary multiplied by twelve (12) and divided by 1950.

14.10 A nurse, who is called in or reports for work as scheduled where there is no work available or less than four (4) hours of work available, shall receive four (4) hours' pay unless the nurse has agreed to a scheduled shift of less than four (4) hours.

14.11 (a) A nurse shall be paid a shift premium of one dollar (\$1.00) per hour for each hour worked which falls within the hours defined as evening shift and one dollar and twenty-five cents (\$1.25) for each hour worked which falls within the hours defined as night shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. Tour differential will not form part of the nurse's straight time hourly rate. For purposes of this provision, the night shift and the evening shift each consist of 7.5 hours.

- (b) For the purpose of 14.11 (a):
 - i) Days are defined as 0800 to 1600 hours.
 - ii) Evenings are defined as 1600 to 2400 hours.
 - iii) Nights are defined as 2400 to 0800 hours.

14.12 Weekend Premium

A nurse shall be paid a weekend premium of one dollar and forty-five cents (\$1.45) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday. If a nurse is receiving premium pay under Article 14.05 with

respect to consecutive weekends worked, she will not receive weekend premium under this provision.

14.13 Call-In Pay

Where a nurse has completed her regular scheduled tour and/or is called in to work by the Employer outside her regularly scheduled working hours, she shall receive time and one-half (1½) her regular straight time hourly rate for all hours worked. In such case, she will receive time and one-half (1½) her regular straight time hourly rate for actual hours worked during the call-in period up to the commencement of her regular shift. Where a nurse is called into work outside her regularly scheduled working hours, she should first [1st] attempt to obtain pre-authorization by calling her immediate supervisor or Executive Director or designate. If neither of these management persons are available, then a message should be left on the VON North Bay, Parry Sound Office answering machine indicating the date and time of the call and the need for the visit.

14.14 Stand-by

A nurse, who is required to remain available for duty on stand-by outside her regularly scheduled working hours, shall receive stand-by pay in the amount of three dollars and fifty cents (\$3.50) per hour for the period of stand-by scheduled by the Employer.

Where such stand-by duty falls on a paid holiday as set out in Article 12, the nurse shall receive stand-by in the amount of four dollars (\$4.00) per hour. Stand-by pay shall, however, cease where the nurse is called into work under Article 14.13 and works during stand-by.

14.15 Inclement Weather

- (a) If weather conditions preclude safe driving a nurse may, with concurrence of her supervisor, not perform her scheduled duties and may remain in her respective home for the period of inclement weather. She will not lose salary and benefits to a maximum of seven point five (7.5) hours per fiscal year.
- (b) An employee shall not lose salary or benefits in the case of extreme inclement weather if she is able to report for work prior to 12 noon on any given work day if scheduled to work days or 7:00 p.m. if scheduled to work evenings.

ARTICLE 15 - EARNED BENEFITS

15.01 The Employer agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible nurses in the active employ of the Employer under the insurance plans set out below subject to their respective terms and conditions including any enrolment requirements:

- (a) The Employer agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible nurses in the active employ

of the Employer under the existing VON Canada Extended Health Care Benefits.

- (b) The Employer agrees to contribute one hundred percent (100%) of the billed premiums towards coverage of eligible nurses in the active employ of the Employer under the VON National group life insurance plan currently in effect. Such insurance shall include benefits for accidental death and dismemberment.
- (c) The Employer also agrees to make the VON National Voluntary Life Insurance Plan available to the nurses subject to the provisions of the plan at no cost to the Employer.
- (d) The Employer agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of full-time eligible nurses in the active employ of the Employer under the VON National Dental Plan or comparable coverage with another carrier providing the balance of the monthly premium is paid by the nurse through payroll deduction.

- 15.02
- (a) All nurses enrolled in the Hospital's of Ontario Pension Plan shall maintain their enrolment in the Plan subject to its terms and conditions.
 - (b) New employees and employees not yet eligible or enrolled for membership in the Victorian Order of Nurses Pension Plan and the VON National benefit plans shall as a condition of employment enrol in the Victorian Order of Nurses Pension Plan and the VON National benefit plans when eligible in accordance with its terms and conditions.
 - (c) Part-time nurses may on a voluntary basis participate in the VON pension plan when eligible in accordance with its terms and conditions. Part-time nurses may join the VON National benefit plans when eligible.

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

- 15.04
- (a) The Employer shall provide full-time each nurse with information booklets outlining all of the current provisions in the benefits plans defined in Article 15.01 and 15.02 inclusive. Upon request, the Employer will make the Plans available to the Association for inspection.
 - (b) The Employer shall notify the Association of the names(s) of the carrier(s), which provide the benefit plans defined in Article 15.01 and 15.02 inclusive. The Employer shall also provide the Association with a copy of all current information booklets provided to the nurses.

15.05 For the purposes of health and welfare benefits, dependent coverage is available to the nurse, to cover his/her same sex partner and their dependants, in accordance with the terms and conditions of the Plans.

- 15.06 The Employer will continue to pay the premiums for benefit Plans for nurses up to seventeen (17) weeks while a nurse is on pregnancy leave and for a period of up to eighteen (18) weeks while a nurse is on parental leave under Article 11.03.

ARTICLE 16 – MISCELLANEOUS

- 16.01 The Employer shall supply sufficient copies of the Collective Agreement to the Association for distribution to the nurses. The cost of doing so shall be shared equally by the Association and the Employer.
- 16.02 The Employer will arrange to provide space on a bulletin board in the VON, North Bay, Parry Sound Office, which may be used by the Association for posting notices of Association meetings or other Association activities. The nature of the postings will not offend the spirit of mutual co-operation between the Association and the Employer.
- 16.03 The Employer recognizes the need for an Orientation Programme of such duration as it may deem appropriate, taking into consideration the needs of the VON, North Bay, Parry Sound Office and the nurses involved.
- 16.04 Newly hired nurses, who have not previously been employed by the Employer, shall have an orientation of up to but not limited to ten (10) hours. Once orientation is complete, newly hired nurses will be scheduled in accordance with the Collective Agreement under Article 14.
- 16.05 Both the Employer and the Association recognize their joint responsibility and commitment to provide, and participate in, in-service education. The Association supports the principle of its members' responsibility for their own professional development and the Employer will endeavour to provide programmes related to the requirements of the Employer. Available programmes will be publicized and the Employer will endeavour to provide nurses with opportunities to attend such programs during their regularly scheduled working hours.
- 16.06 The delegation of Added Nursing Skills and Sanctioned Medical Acts (Special Procedures) to nurses shall be in accordance with guidelines established by the College of Nurses from time to time and any approved Employer policy related thereto.
- 16.07 When a nurse is on duty and authorized to attend any in-service program and during her regularly scheduled working hours, she shall suffer no loss in 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 on such courses at her regular straight time hourly rate of pay.
- 16.08 The Employer undertakes to notify the Association in advance, so far as practicable, of any technological changes which the Employer has decided to introduce which will significantly change the status of the nurse within the bargaining unit.
- The Employer agrees to discuss with the Association the effect of such technological changes on the employment status of the nurses and to consider

practical ways and means of minimizing the adverse effect, if any, on the nurses concerned.

- 16.09 It is the responsibility of each nurse to notify the Employer of her current address and telephone number. It shall be the duty of each nurse to notify the Employer promptly of any change in address or any change in temporary residence. If a nurse fails to do this, the Employer will not be responsible for failure of a notice sent by the Employer by registered mail to reach such nurse. A nurse shall notify the Employer of any change in her telephone number.
- 16.10 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.
- 16.11 The Employer will continue to schedule staff meetings at least quarterly. Nurses shall receive payment for all time spent at these meetings at their regular straight time hourly rate.
- 16.12 Prior to effecting any changes in rules or policies, which affect nurses covered by this Agreement, the Employer will discuss the changes with the Association and provide copies to the Association.
- 16.13 Paid Parking
- The Employer agrees to meet with the Association prior to implementing paid parking to discuss rates.
- 16.14 When the Employer introduces new equipment or technology, all staff required to use such equipment or technology in their normal duties will receive appropriate training, as determined by the Employer, at no cost to the employee.
- 16.15 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 that the nurse is not responsible to answer any electronic mail or calls during her scheduled time off.
- 16.16 The Employer shall provide each employee upon request annually with a Canada Revenue Service T2200R form to allow them to claim personal income tax deductions as may be applicable for home offices, use of their personal automobile and cellular phones or communication devices.

ARTICLE 17 - SICK LEAVE AND DISABILITY

(Articles 17.01, 17.02 (a) & (b), 17.03 apply to full-time nurses only)

- 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 within one (1) year without a break in service.
- 17.06 Time granted for medical and dental appointments will be considered as sick leave to a maximum of three (3) days per year.
- 17.07 Modified Work
- (a) The Employer will notify the Local Nurses' Association of the names of all nurses off work due to work related injury (whether or not the nurses are in receipt of WSIB Benefits) and those on LTD by the 15th of each month.
- (b) A modified work program may be made available for those nurses returning from illness or injury compensable under the Workplace Safety and Insurance 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 will not delay such meeting.
- (e) The Employer agrees to provide the nurse with a copy of the Workplace Safety and Insurance Board, Form 7, at the same time as it is sent to the Board.

ARTICLE 18 – COMPENSATION

- 18.01 Nurses shall be compensated for their services in accordance with Schedule "A", which is attached and forms part of the Collective Agreement.
- 18.02 Graduate Non-Registered Nurse
- A graduate nurse, on presentation of her registration or proof of success in passing her registration examination, shall be given registered nurse's salary

retroactive to the date of employment or the date of writing the examination, whichever is later.

- 18.03 A claim for recent related clinical experience, if any, shall be made in writing by the nurse at the time of hiring. The nurse shall co-operate with the Employer by providing verification of previous experience so that her recent related clinical experience may be determined and evaluated during her probationary period. Such salary adjustments shall be retroactive to date of hire.

Having established the recent related clinical experience, the Employer will credit a new nurse with one (1) increment level for each one (1) year of related clinical experience up to a maximum of the salary grid.

If a period of more than two (2) years has elapsed since the nurse has occupied a full-time or a part-time nursing position, then the number of increments to be paid, if any, shall be at the discretion of the Employer. The Employer may also give effect to part-time nursing experience in special circumstances.

For the purposes of this Article, two hundred (200) tours of part-time service shall equal one (1) year of full-time service

Currently employed nurses who were eligible to claim credit under the formula of one (1) increment for every two (2) years experience may make a claim under the present provision and will have their position on the salary grid adjusted effective April 1, 1991 to maximum of that salary grid.

- 18.04 (a) When a new classification in the Bargaining Unit is established by the Employer or the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, 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 permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification.

Where the Association challenges the rate 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 in accordance with Article 8, it being understood that any Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other nursing classifications within the Employer and duties and responsibilities involved.

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

- (b) If a nurse becomes disabled with the result that she is unable to carry out the regular functions of her position, the Employer may establish a special

classification and salary with the hope of providing an opportunity for continued employment.

- 18.05 (a) In lieu of the benefits set out in paid holidays, sick leave, pension and insured benefits, part-time and casual nurses shall receive twelve percent (12%) of their gross earnings paid on each pay. 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) Part-time and casual nurses who participate in the pension plan shall have the percentage in lieu 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 percent (2%).
- 18.06 Nurses are required to maintain their current Certificate of Registration. Failure to do so will result in suspension from duty. If the nurse's Certificate of Registration is suspended by the College of Nurses of Ontario for non-payment of the annual fee, the nurse will be placed on non-disciplinary suspension without pay. If the nurse presents the evidence that her Certificate of Registration has been reinstated, she shall be reinstated to her position effective upon presenting such evidence. Failure to provide evidence within ninety (90) calendar days of the nurse being placed on non-disciplinary suspension by the Employer will result in the nurse being deemed no longer qualified and she shall be terminated from the employ of the Employer. Such termination shall not be the subject of grievance or Arbitration.

ARTICLE 19 - PROFESSIONAL RESPONSIBILITY

- 19.01 In the event that the Employer assigns a number of clients or a workload to an individual nurse 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) i) Submit the complaint to the immediate supervisor forthwith. Failing settlement, she may complain in writing to the Management-Association Liaison Committee within fifteen (15) calendar days of the alleged improper assignment. The Chairperson of the Management-Association Liaison Committee shall convene a meeting of the Management-Association Liaison Committee within ten (10) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
- ii) Failing resolution of the complaint within fifteen (15) calendar days of the meeting of the Management-Association Liaison Committee, the complaint shall be forwarded to an independent Assessment Committee composed of three (3) registered nurses; one (1) chosen by the Ontario Nurses' Association, one (1) chosen by the Employer, and one (1) chosen from a panel of independent registered nurses who are well respected within the

profession. The member of the Committee chosen from the panel of independent registered nurses shall act as Chairperson.

- iii) The Assessment Committee shall set a date to conduct a hearing into the complaint within fourteen (14) calendar days of its appointment and shall be empowered to investigate as is necessary and make what findings as are appropriate in the circumstances.

The Assessment Committee shall report its findings, in writing, to the parties within thirty (30) calendar days following completion of its hearing.

- iv) It is understood and agreed that representatives of the Ontario Nurses' Association, including Labour Relations Officer and the Labour Relations Officer - Professional Practice, may attend meetings held between the Employer and the Association under this provision.
- v) Any complaint lodged under this provision shall be on the form (Notification of Improper Work Assignment) set out in Appendix "D".

- (b) i) The list of Assessment Committee Chairpersons is attached as Schedule "C".

The parties agree that should a Chairperson be required, the Employer and the Association will be contacted. They will provide the name of the person to be utilized on the alphabetical listing of Chairpersons. The name to be provided will be the top name on the list of Chairpersons who has not been previously assigned.

Should the Chairperson who is scheduled to serve decline when requested, or it becomes obvious that she would not be suitable due to connections with the Employer or community, the next person on the list will be approached to act as Chairperson.

- ii) Each party will bear the cost of its own nominee and each will share equally the fee of the Chairperson and whatever other expenses are incurred by the Assessment Committee in the performance of its responsibilities as set out herein.

ARTICLE 20 – DURATION

20.01 This Agreement shall continue in effect until March 31, 2016 and shall continue automatically for annual periods of one (1) year each thereafter unless either party notifies the other in writing during the period of ninety (90) days prior to the expiration date of its desire to amend or terminate this Agreement.

20.02 Negotiations will begin within fifteen (15) days following notification for amendments as provided in the preceding paragraph.

20.03 If pursuant to such negotiations an agreement is not reached on the renewal or amendment of this Agreement, or the making of a new Agreement, prior to the current expiration date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties.

SIGNING PAGE

DATED at Parry Sound, Ontario, this 18th day of January, 2015.

FOR THE EMPLOYER

FOR THE UNION

“Ron Mills” _____

“Richard Anderson” _____
Labour Relations Officer

“Natalie Wall” _____

“J. Gagnon” _____

SCHEDULE "A"**SALARY SCHEDULE**

Pay Equity will have been achieved and maintained by January 1, 1996 and there is no need for any further pay equity adjustments save and except the requirement to maintain pay equity after January 1, 1996 in accordance with the Pay Equity Act, 1987.

EFFECTIVE

JUNE 18, 2015

Start	Hourly	24.95
Year 1	Hourly	25.90
Year 2	Hourly	27.28
Year 3	Hourly	28.62
Year 4	Hourly	29.97
Year 5	Hourly	31.66
Year 6	Hourly	33.36
Year 7	Hourly	35.08
Year 8	Hourly	36.76

Within six (6) weeks of ratification by the Union (June 18, 2015), all employees on staff on June 18, 2015 will receive, as a limited retroactivity payment, the following payments, less statutory deductions:

Full-time - \$500, Part-time - \$350, Casual - \$250

SCHEDULE "A"

- A.02 (a) Each full-time nurse will be advanced from her present level to the next level set out in Salary Schedule, twelve (12) months after she was last advanced on the Salary Schedule.

If a nurse's absence, without pay from the Employer, exceeds thirty (30) calendar days during each twelve (12) month period, her service review date will be extended by the length of such absence in excess of thirty (30) calendar days.

- (b) Each regular part-time nurse will be advanced from her present level to the next level set out in the Salary Schedule upon accumulation of fifteen hundred (1,500) paid hours after she was advanced on the Salary Schedule.

A.03 Retroactivity

- (a) Increases to the salary schedule shall be retroactive to all employees in the bargaining unit as of June 18, 2015.
- (b) Any new employees shall be entitled to pro rata adjustment
- (c) Retroactivity shall be paid to bargaining unit members, no later than sixty days (60) following ratification.

A.04 Mileage Allowance

Each nurse covered by this Agreement who is required to operate her vehicle in the course of her employment shall be entitled to the kilometre payment of forty cents (.40¢) per kilometre for each kilometre driven on VON, North Bay, Parry Sound Office business.

Mileage will be paid on the following basis:

- (a) at the beginning of a tour, the starting point for mileage payment is the home of the first client of the day or, if the home of the first client is in excess of fifteen (15) kilometres from the nurse's home, at fifteen (15) kilometres from the nurse's home
- (b) at the end of the tour, the ending point for mileage is the home of the last client of the day or, if the home of the last client is in excess of fifteen (15) kilometres from the nurse's home, at fifteen (15) kilometres from the nurse's home.
- (c) The Employer will pay the reasonable cost of any towing for accidents which occur while the employee is on Employer business.

SCHEDULE "C"**ONA COMMUNITY PROFESSIONAL RESPONSIBILITY – WORKLOAD REPORT FORM GUIDELINES AND TIPS ON ITS USE****CHAIRPERSONS - NURSING ASSESSMENT COMMITTEE****COMMUNITY HEALTH**

The following nurses have allowed their names to stand as Chairpersons - Nursing Assessment Committee - in the above-named Sector:

- 1) Ms. Angela Cooper Braithwaite
angela.cooperbraithwaite@utoronto.ca

- 2) Ms. Eleanor Plain
1684 Middle Road
Kingston, ON K7L 5H6
Telephone: (613) 549-3219
Email: eleanor.plain@sympatico.ca

- 3) Ms. Jayne Harvey
President and CEO of FCS International
158 Casimir Street, Suite 100
Port Perry, ON L9L 1B7
Telephone: (905) 985-6811
Fax: (905) 985-6804
Email: jharvey@fcsinternational.com

NOTE: Please remember that this is not a rotating panel as in Hospitals. You must contact these persons individually when necessary to establish a Panel.

APPENDIX "D"

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

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

STEPS IN PROBLEM SOLVING PROCESS

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

TIPS FOR COMPLETING THE FORM

- 1) Review the form before completing it so you have an idea of what kind of information is required.
- 2) Print legibly and firmly as you are making multiple copies.
- 3) Use complete words as much as possible. Avoid abbreviations.
- 4) Report only facts about which you have first-hand knowledge. If you use second-hand or hearsay information, identify the source if permission is granted.

AIIO – FORMULAIRE DE DÉCLARATION DE LA CHARGE DE TRAVAIL DES RESPONSABILITÉS PROFESSIONNELLES COMMUNAUTAIRES DIRECTIVES ET CONSEILS D'USAGE

5) Identify the PROF/CNO standards of practice/policies and procedures you feel you were unable to meet.

6) Do not, under any circumstances, identify clients/residents.

Les soins prodigés aux clients s'améliorent lorsque les problèmes relatifs aux méthodes professionnelles, à l'acuité des patients, aux variations des charges de travail et aux changements relatifs aux effectifs sont résolus efficacement au moment opportune. Ce formulaire de déclaration constitue un outil pour la documentation afin de faciliter le dialogue et promouvoir une approche de résolution de problèmes. L'AIIO peut utiliser ces renseignements en vue de les inclure dans des statistiques et des rapports sur les tendances à l'échelle de la province.

LES POINTS SUIVANTS FONT ÉTAT DU PROCESSUS DE RÉOLUTION DE PROBLÈMS. AVANT DE SOUMETTRE LE FORMULAIRE DE DÉCLARATION DE LA CHARGE DE TRAVAIL, VEUILLEZ SUIVRE TOUTES LES ÉTAPES TELLES QUE STIPULÉES DANS LES NORMES OIIO ET/OU PAR LES CONVENTIONS COLLECTIVES.

ÉTAPES DU PROCESSUS DE RÉOLUTION DE PROBLÈME

- 1) **Au moment où le problème résultant de la charge de travail survient**, discutez du problème au sein de l'équipe/du service/du programme pour développer des stratégies, visant à répondre aux besoins des soins des clients, en vous servant des ressources actuelles. Si nécessaire, en respectant les voies de communication établies, demandez sans attendre l'assistance de la personne nommée par l'employeur (par ex. La chef d'équipe, l'infirmière responsable, la superviseuse) qui a la responsabilité de résoudre les problèmes relatifs aux charges de travail.
- 2) Si le problème n'est pas résolu au moment où il survient, parlez-en avec votre directrice (ou responsable) dès son retour au travail.
- 3) Si aucune résolution ne survient suite aux étapes (1) et (2) ci-dessus, alors vous pouvez soumettre un formulaire de déclaration de la charge de travail des responsabilités professionnelles communautaires au Comité patronal dans les (15) jours civils qui suivent la prescrite tâche à la source du conflit. (VERSO)
- 4) Le Comité patronal doit entendre la plainte et tenter de trouver une solution satisfaisante pour les deux parties.
- 5) Si le problème n'est pas résolu lors de la réunion mentionnée dans le point (4) ci-dessus, l'ART et/ou le spécialiste en méthodes professionnelles doit rencontrer la direction et tenter de résoudre la plainte.
- 6) Le formulaire peut être également transmis à un comité d'évaluation indépendant dans la période prescrite suivant la réunion mentionnée dans le point (5) ci-dessus, **si cela est stipulé par votre convention collective.**
- 7) Le comité et l'employeur peuvent décider d'un commun accord de la date limite de renvoi de la plainte à tout moment Durant le processus de traitement de la plainte.

CONSEILS POUR REMPLIR LE FORMULAIRE

- 1) Lisez le formulaire avant de le remplir afin d'avoir une idée des renseignements à fournir.
- 2) Écrire lisiblement en appuyant bien afin que l'impression se fasse sur les différentes copies.
- 3) Utilisez des mots entiers en évitant les abréviations.
- 4) Ne parlez que des faits auxquels vous avez assisté personnellement. Si vous citez des renseignements fondés sur des ouï-dire, identifiez la source dans la mesure où la permission vous en est donnée.
- 5) Identifiez les procédures, politiques, normes de pratique du Comité patronal/OIIO que vous n'avez pas été en mesure de suivre.
- 6) Ne citez, en aucun cas, le nom des clients ou des résidents.

APPENDIX "E"

GRIEVANCE REPORT

ONTARIO NURSES' ASSOCIATION ASSOCIATION DES INFIRMIÈRES ET INFIRMIERS DE L'ONTARIO GRIEVANCE REPORT / RAPPORT DE GRIEF			
ONA LOCAL SECTION LOCALE DE L'AIO GRIEVOR PLAIGNANTE DEPARTMENT SERVICE	EMPLOYER EMPLOYEUR GRIEVANCE NO. N° DU GRIEF	STEP ÉTAPE 1. 2. 3.	DATE SUBMITTED TO EMPLOYER DATE DE SOUMISSION À L'EMPLOYEUR
NATURE OF GRIEVANCE AND DATE OF OCCURRENCE / NATURE DU GRIEF ET DATE DE L'ÉVÈNEMENT			
SETTLEMENT REQUESTED / RÉGLEMENT DEMANDÉ			
SIGNATURE OF GRIEVOR: SIGNATURE DE LA PLAIGNANTE:		SIGNATURE OF ASSOCIATION REP: SIGNATURE DE LA REP DE L'AIO:	
	STEP ONE PREMIÈRE ÉTAPE ▶	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT:	DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT: DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT: SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE: SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR:
	STEP TWO DEUXIÈME ÉTAPE ▶	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT:	DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT: DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT: SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE: SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR:
	STEP THREE TROISIÈME ÉTAPE ▶	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT:	DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT: DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT: SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE: SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR:
ON-09 REV. 01/2000 DISTRIBUTION: 1. BLACK - EMPLOYER 2. BROWN - CNA 3. BLUE - LOCAL ASSOCIATION 4. GREEN - GRIEVOR DISTRIBUTION: 1. NOIR - EMPLOYEUR 2. BRUN - AIO 3. BLEU - ASSOCIATION LOCALE 4. VERT - PLAIGNANTE			

LETTER OF UNDERSTANDING

BETWEEN:

**VICTORIAN ORDER OF NURSES
NORTH BAY PARRY SOUND BRANCH**
[Hereinafter referred to as the "Employer"]

AND:

ONTARIO NURSES' ASSOCIATION
[Hereinafter referred to as the "Association"]

Re: Time Per Visit (TPV)

The parties acknowledge that efficiencies can be achieved in client service delivery and that they will work together to lower the time per visit per client. To this end a TPV review committee shall be struck consisting of two (2) representatives from the bargaining unit, one of whom will be the Bargaining Unit President, and two (2) management representatives to review TPV and to recommend and implement strategies to meet reasonable TPV targets. During the term of this Collective Agreement the target will be to lower the average TPV by a minimum of five (5) sustainable minutes.

DATED at Parry Sound, Ontario, this 18th day of January, 2015.

FOR THE EMPLOYER

FOR THE UNION

"Ron Mills"

"Richard Anderson"
Labour Relations Officer

"Natalie Wall"

"J. Gagnon"

LETTER OF UNDERSTANDING

Between:

THE VICTORIAN ORDER OF NURSES

And:

ONTARIO NURSES' ASSOCIATION

Re: VON Commissioner Process

The parties hereby agree that the Commissioner's Agreement attached hereto as Appendix "A" shall be incorporated into all existing collective agreements reached between VON and ONA.

Such incorporation shall be effective immediately upon execution of this Letter of Understanding.

Dated at Parry Sound Ontario, this 18th day of January 2015.

FOR THE EMPLOYER

FOR THE UNION

"Ron Mills"

"Richard Anderson"
Labour Relations Officer

"Natalie Wall"

"J. Gagnon"

Appendix "A"
VON Commissioner Process

Grievance Commissioner

1.01 The Employer and Union may mutually agree in writing to invoke the Commissioner Process rather than proceed to arbitration as set out in this collective agreement. All cases referred to arbitration where an employee has a grievance concerning discipline will only be referred to a Grievance Commissioner if the Employer and the Union agree in writing on all the facts. The parties may also agree to group grievances before a single Grievance Commissioner. A Grievance Commissioner (where more than one, acting in rotation) will set aside such time as may be requested by the Employer and the Union to consider and determine grievances referred to her/him hereunder. A Grievance Commissioner shall have the same powers and be subject to the same limitations as a Board of Arbitration hereunder, save and except as expressly provided in paragraphs 1.02 to 1.06 hereof.

1.02 Through the Grievance Commissioner, the parties desire the expeditious and effective disposition of grievances. The rules governing the summary proceedings of the Grievance Commissioner are set out as follows:

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.

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.

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.

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.

The decision of the Grievance Commissioner shall only be applicable to the case in question and shall not constitute a precedent nor be used by either party as a precedent in future cases. Notwithstanding anything contained in this Agreement, the decision of the Grievance Commissioner shall:

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

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

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

Dana Randall
John Stout
Christine Schmidt

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

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

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