

COLLECTIVE AGREEMENT

Between:

VICTORIAN ORDER OF NURSES,  
TORONTO/YORK-PEEL SITE  
(Hereinafter called the "Employer")

And:

ONTARIO NURSES' ASSOCIATION  
(Hereinafter called the "Union")

Expiry Date: March 31, 2018

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## **ARTICLE 1 – PURPOSE**

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and the Association and to provide a means for the prompt settlement of disputes. Salaries and hours of work and other conditions of employment are mutually established by this Collective Agreement. It is recognized that nurses wish to work co-operatively with the Employer to provide the best possible community health services.

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Employer recognizes the Association as the bargaining agent for all registered and graduate nurses employed in a nursing capacity by Victorian Order of Nurses for Canada – Ontario Branch, Toronto/York-Peel Site in the City of Toronto, York Region and the Regional Municipality of Peel, save and except Supervisors and persons above the rank of Supervisor.
- 2.02 The Site shall assign work, duties, and responsibilities in accordance with the *Regulated Health Professions Act*, 1991, S.O. 1991, c.18 and the guidelines established by the College of Nurses of Ontario.

## **ARTICLE 3 - MANAGEMENT FUNCTION**

- 3.01 The Employer retains the rights of Management save insofar as they are modified by this Agreement. Without limiting the generality of the foregoing, the Employer retains the sole right to:
- (a) Direct the nurses, assign work, hire, discharge, classify, promote, demote, transfer, layoff, suspend and otherwise discipline a nurse for cause. A claim that a nurse has been improperly classified or has been demoted, discharged, suspended or otherwise disciplined, without just cause, may be the subject of a grievance.
  - (b) Determine the methods, schedules, procedures, programs, locations, equipment, means of transportation while on duty, areas in which the nurses work, numbers of nurses and staff requirements.
- 3.02 The above rights shall not be exercised in a manner inconsistent with the provisions of the Collective Agreement.

## **ARTICLE 4 - DEFINITIONS**

- 4.01 The following definitions shall be applied to this Agreement:
- (a) A registered nurse is a person who is registered by the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act*.
  - (b) A “full-time” nurse shall mean a nurse who is employed on a permanent basis and is to regularly work the standard thirty-seven and one-half (37.5) hours per week.

- (c) A part-time nurse is one who is employed on a permanent basis and is regularly scheduled to work for less than the standard hours per week as specified in this Collective Agreement in accordance with the commitment set out in Article 12.05.
- (d) A casual nurse is a nurse for whom there is no predetermined schedule and who has the right to accept or refuse hours of work and/or shifts.
- (e) A shift nurse is a registered nurse who provides nursing care to a single client for more than three hours at a time. A shift nurse may also work in a clinic.
- (f) A temporary nurse is a nurse hired on a term basis or to replace nurses on leaves of absence, including pregnancy and adoption leave, for a fixed period of time. The temporary position shall be posted in accordance with Article 10 of this agreement. If the temporary position is filled by a nurse currently employed with the Employer, then at the conclusion of the fixed term, she shall return to her former position. A nurse hired on this basis shall be deemed to be in the bargaining unit. The parties agree that such a temporary nurse shall have no claim to the position which is being temporarily filled beyond twelve (12) months unless mutually agreed between the Employer and the Association.

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

If a temporary position is renewed or continued beyond the fixed term, the position shall be reviewed to determine if it should be posted under Article 10.05 (a) of the Collective Agreement.

- (g) Graduate nurse will be defined as a nurse who holds a Temporary Class Certificate of Registration must obtain her or his General Class Certificate of Registration prior to the expiry of her or his Temporary Class Certificate of Registration. If the nurse fails to obtain her or his General Class Certificate of Registration prior to the expiry of her or his Temporary Class Certificate of Registration she or he will be deemed to be not qualified for the position of registered nurse and she or he will be terminated from the employ of the Employer. Such termination shall not be the subject of a grievance or arbitration.

## **ARTICLE 5 - DISCRIMINATION**

- 5.01 The Employer and the Association agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any nurse because of her membership or non-

membership in the Association or activity or lack of activity on behalf of the Association or by reason of exercising her rights under the Collective Agreement.

- 5.02 The Association agrees that there will be no Association activity, solicitation for membership, or collection of Association dues on Employer premises or during working hours except with the written permission of the Employer or as specifically provided for in this Agreement.
- 5.03 It is agreed that there will be no discrimination by either party or by any other employees on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status or handicap.
- 5.04 (a) "Harassment" means engaging in a course of vexatious comment or conduct that is known or ought to reasonably be known to be unwelcome.
- (b) Every person who is an Employee has a right to freedom from harassment in the workplace by the Employer or agent of the Employer or by another Employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status or handicap.
- (c) 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.

The Association and the Employer agree to abide by the *Ontario Human Rights Code*. Grievances under this clause will be handled with all possible confidentiality and dispatch.

#### **ARTICLE 6 - NO STRIKE, NO LOCKOUT**

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

#### **ARTICLE 7 - ASSOCIATION SECURITY**

- 7.01 The Employer will deduct from each nurse covered by this Agreement an amount equal to the regular monthly Association dues designated by the Association.
- 7.02 Such dues shall be deducted monthly and, in the case of newly employed nurses, such deductions shall commence in the month following their date of hire. There shall be no deduction from a part-time nurse in a month in which the nurse does not work. If a nurse worked in a month but dues were not deducted at the time the monthly dues were remitted to the union, such deductions shall be made in the next pay period in which the nurse receives pay.
- 7.03 The amount of the regular monthly dues shall be those authorized by the Association and the Vice-President, Finance of the Association shall notify the

Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deduction specified in the dues notification letter. In the case of any changes to the local dues levies, notification will be made by the Local Treasurer and such notification shall be the Employers conclusive authority to make the deduction specified.

- 7.04 In consideration of the deducting and forwarding of Association dues by the Employer, the Association agrees to indemnify and save harmless the Employer against any claims for liabilities arising or resulting from the operation of this Article.
- 7.05 The amounts deducted under this Article shall be remitted monthly to the Vice-President, Finance. In remitting such dues, the Employer shall provide a list of nurses from whom deductions were made, including their social insurance numbers. The Employer shall also provide the job classification, and status of the nurses. The list shall also include deletions and additions from the preceding month highlighting new hires, resignations, terminations, new unpaid leave of absence of greater than one (1) month and returns from leaves of absence. A copy of this list will be sent concurrently to the Bargaining Unit President of the local Union. The Employer may also provide the information in an electronic format.
- 7.06 The Employer agrees that an officer of the Association or a Nurse Representative shall be allowed a reasonable period not to exceed fifteen (15) minutes during regular working hours to interview newly employed nurses during their probationary period. During such interview, membership forms may be provided to the nurse. These interviews shall be scheduled in advance, at the start of the day, by the Employer and may be arranged collectively.

The Nurse Representative shall incorporate this time into her normal daily activities.

## **ARTICLE 8 - ASSOCIATION REPRESENTATION**

### **8.01 Association-Management Committee**

The Employer will recognize an Association Management Committee consisting of two (2) Nurse Representatives, appointed by the Association, and the Local President, and three (3) Employer Representatives. The purpose of this Committee shall be to discuss matters of mutual concern relating to the Employer nursing. Meetings shall be held at the request of either party. A written agenda will be submitted by the party requesting the meeting and will list matters which are to be discussed. The agenda will be submitted to the other party at least one (1) week in advance.

### **8.02 Negotiating Committee**

The Employer will recognize a Negotiating Committee composed of three (3) Association members for the purpose of meeting with the Employer to negotiate the renewal of the Agreement. The Association will provide the names of the Negotiating Committee at least one (1) week prior to the start of negotiations.

8.03 **Grievance Committee**

The Employer will recognize a Grievance Committee of three (3) Association members whose function will be to dispose of any grievance brought before it under Article 9 of this Agreement.

8.04 **Occupational Health & Safety Committee**

- (a) The Employer will recognize on its Occupational Health and Safety Committee two (2) Nurse Representatives appointed by the Association.

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

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

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

- (b) The Employer will develop and maintain health and safety policies in consultation with the Occupational Health and Safety Committee. These policies will be reviewed annually with the input of the Occupational Health and Safety Committee.
- (c) The Employer will ensure that nurses have access to personal protective equipment as required.
- (d) The safety of staff while on duty is a primary concern of the Employer and general and specific safety policies have been developed. Nurses shall abide by these policies and shall inform their Supervisors of physically threatening situations or hazards.

8.05 The Employer will pay members of committees at their respective salaries for all scheduled working hours spent by nurses at meetings with the Employer up to but not including conciliation.

8.06 The Association shall keep the Employer notified in writing of the names of the nurse representatives, Committee members and Officers of the Local Association appointed or elected under this Article as well as the effective date of their respective appointments.

8.07 All references to Nurse Representatives, Committee members and Officers in this Agreement shall be deemed to mean Nurse Representatives, Committee members or Officers of the Local Association employed by the Employer.

8.08 The nurse may elect to have a Union Representative at a meeting requested by a Manager which is exploratory in nature or fact finding. The nurse will be informed of the nature of the meeting and the Association will be given as much advance notice as possible.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

- 9.01 The Employer and the Association agree it is important to adjust complaints and grievances as quickly as possible. It is understood that a nurse has no grievance until she has first discussed her complaint with her immediate supervisor without the matter being resolved.
- 9.02 In computing the days for taking any action or giving any notice, Saturdays, Sundays or holidays shall not be counted. A formal grievance shall be one having to do with the interpretation or alleged violation of this Agreement. All grievances shall be in writing and contain a statement of facts giving rise to the grievance, the redress sought, and indication of the Article(s) of this Agreement on which the grievance is based. A formal grievance must be filed within ten (10) days of the circumstances giving rise to the grievance.
- 9.03 At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, or at any time a nurse is being investigated, a nurse is entitled to be represented by her or his Union Representative. In the case of suspension or discharge, the Employer shall notify the nurse of this right in advance. The nurse will be informed of the nature of the meeting and the Association will be given as much advance notice as possible.
- The Employer agrees to provide written reasons within seven (7) days to the affected nurse in the case of discharge or suspension and further agrees that it will not suspend, discharge or otherwise discipline a nurse who has completed her or his probationary period, without just cause.
- 9.04 The following shall be the procedure in handling and processing nurse grievances submitted by the nurse.
- (a) A complaint that has been discussed with the employee's immediate supervisor and has not been resolved may be submitted in writing to the Senior Director of Labour Relations, or designate by using the identified form in Appendix "C".
  - (b) Once a grievance is initiated, the parties shall have a period, not to exceed forty (40) days, during which to hold meetings as necessary to discuss the issue and attempt to arrive at a resolution. The Association's Labour Relations Officer is entitled to attend such meetings at the request of either party.
  - (c) If, after the end of such forty (40) day period, the issue has not been resolved either party may inform the other party within fourteen (14) days of its intent to forward the matter to arbitration. The sole arbitrator shall proceed by way of mediation-arbitration at the request of either party. Where such written notice is post-marked within twelve (12) days after the above forty (40) day period, it will be deemed to have been received within the time limits, such written notice shall propose the name of a sole arbitrator. Within ten (10) days thereafter, the other party shall agree in writing or propose an alternate name(s). If there is no agreement within fourteen (14) days, the Minister of Labour for the Province of Ontario shall have the power to effect such appointment upon application thereto by the party invoking the arbitration procedure. No person may be appointed as



an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

- (d) Notwithstanding (a) above, either party can notify the other that it does not feel the grievance can be resolved directly between the parties and that it intends to refer the grievance to arbitration in which case such notice to arbitrate will not be considered premature. Notwithstanding the notice to arbitrate, should the other party request a meeting, the first party will agree to attend such meeting to be scheduled as soon as possible.

9.05 In the event a nurse other than a probationary nurse is discharged and it is considered that an injustice has been done, the matter may be submitted as a grievance to the Senior Director of Labour Relations, or designate, no later than five (5) days of discharge.

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

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

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

9.08 The Arbitration Board shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any new provisions in lieu thereof, or to give any decision contrary to the express intent or terms and conditions of this Agreement, or in any way modify, add to or detract from any provision of this Agreement. Each of the parties to this Agreement will share equally the fees and disbursements of the Sole Arbitrator.

9.09 Notwithstanding any other provisions of this Agreement, grievances may be settled by confirming the Employer's action or by any other arrangement which is just and equitable in the opinion of the parties or the Sole Arbitrator.

9.10 Wherever "Sole Arbitrator " is referred to in this Agreement, the parties may mutually agree in writing to substitute a Board of Arbitration for the Sole Arbitrator at the time of reference to arbitration and the other provisions referring to Sole Arbitrator shall apply accordingly.

**ARTICLE 10 – SENIORITY AND JOB SECURITY**

- 10.01 A newly employed full-time nurse shall be considered a probationary nurse until she has completed three (3) months of continuous employment. A part-time nurse shall be considered a probationary nurse until she has completed four hundred and fifty (450) hours of service. With the written consent of the nurse, Labour Relations Officer and the Site Executive Director or designate, the probationary period may be extended for a further three (3) months for a full-time nurse, and a further two hundred and twenty five (225) nursing hours for a part-time nurse. If accepted for permanent employment, her seniority shall commence from the date of her employment.
- 10.02 A seniority list shall be maintained for all nurses covered by this Agreement who have completed their probationary period. A copy of the Seniority List shall be filed with the President of the Local Association, or her designate, and posted in April of each year and prior to any layoff. Full-time seniority will be accrued from date of hire subject to Article 10.03. Part-time and casual seniority will be based on the number of hours worked.
- 10.03 A nurse who changes status shall retain her seniority. A nurse whose status is changed from full-time to part-time shall receive credit for her full seniority on the basis of 1500 hours worked for each year of full-time seniority. A nurse whose status is changed from part-time to full-time shall receive credit for her full seniority on the basis of one year of seniority for each 1500 hours worked. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.
- 10.04 (a) Seniority shall be retained and accumulated when a nurse is absent from work under the following circumstances:
- (i) On an approved leave of absence with pay;
  - (ii) On an approved leave of absence without pay of sixty (60) continuous calendar days or less;
  - (iii) When in receipt of paid sick leave, LTD or EI sick benefits;
  - (iv) When in receipt of WSIB benefits for any injury sustained while in the employ of the Employer; or
  - (v) When on pregnancy/parental leave in accordance with the *Employment Standards Act*.
- (b) Seniority shall be retained but not accumulated when a nurse is absent from work under the following circumstances:
- (i) Approved leave of absence without pay of more than sixty (60) continuous calendar days;
  - (ii) When absent due to illness or disability for a period of one (1) year after her sick leave, LTD or EI sick benefits have been exhausted;
  - (iii) For a period of two (2) years after layoff due to reduction of required nursing staff;

- (iv) When in receipt of WSIB benefits under circumstances other than those mentioned in 10.04 (a) (iv).
- (c) Seniority shall be lost and the nurse's employment terminated when he/she is absent from work under the following circumstances:
  - (i) Resignation;
  - (ii) Discharged for just cause and such discharge is not reversed through the Grievance or Arbitration procedures;
  - (iii) Failure to report for duty as scheduled and does not report as sick or offer reasonable explanation for the absence within three (3) days of his/her failure to report.
  - (iv) For a period of two (2) years after layoff, if he/she has not been recalled.
  - (v) Failure, upon being notified of a recall, to signify her intention to return within five (5) days after she has received her notice of recall mailed by registered mail to her last known address according to the records of the Employer and fails to report to work at such time as has been mutually agreed upon by the parties unless there is an explanation satisfactory to the Employer;
  - (vi) When absent due to illness or disability for a period of two (2) years after her sick leave, LTD or EI sick benefits have been exhausted.

## 10.05

Job Postings

- (a) Where a vacancy or new position occurs in a classification in the bargaining unit, such vacancy shall be posted for a period of seven (7) consecutive calendar days and a copy will be sent to the Bargaining Unit President. Nurses may make a written application for the vacancy during the posted period. The name of the successful applicant shall be posted and a copy of the posting shall be provided to the local Association.
- (b) A vacancy shall be announced by the employer via the VON e-mail system as well as being posted on the appropriate notice board.
- (c) Nurses are hired to work anywhere within the geographic area serviced by the Site. Notwithstanding this, the Employer will make every effort to assign nurses to work in the primary area to which they were assigned at the time of hire. A nurse may make a written request to change her primary area within the Site. Requests to change a primary area will be maintained by the Employer for a calendar year (a calendar year = January 1<sup>st</sup> to December 31<sup>st</sup>). Any such request shall be considered as an application for any job postings in the requested area. The nurse will verify that her application has been received.

When the Employer realigns existing geographic boundaries, affecting the primary areas of nurses, nurses who are required to change their primary

area may accept assignment to another primary area or bump the most junior nurse within another primary area.

- (d) The current primary areas defined by the Employer are:
  - (i) Peel
  - (ii) Etobicoke
  - (iii) Scarborough
  - (iv) East and North York
- (e) Nurses shall be selected for positions under 10.05 (a) on the basis of skill, ability, experience and qualifications. Where these factors are equal amongst the nurses concerned, seniority shall govern.
- (f) If realignment of core staffing within a primary area is required, transfer out of an area will be done by area seniority. Nurses displaced from their primary area may bump the most junior nurse within another primary area:
  - (i) Immediately if the realignment is due to loss of business; or
  - (ii) After two (2) pay periods or more if realignment is due to fluctuating visit volumes.
- (g) Any nurse filling a temporary assignment will return to her previous primary area and caseload if it exists.
- (h) Notwithstanding any provision of this agreement, the Employer may fill a temporary vacancy which is not expected to exceed sixty (60) calendar days without posting. Visiting nurses can be assigned to do shift nurse work on a temporary basis to fill temporary vacancies in shift nursing. They will continue to be paid at the visiting nurse rate during the temporary assignment.

## 10.06

### Layoff and Recall

Whenever a layoff is planned the Employer will provide a combined (FT/PT) seniority list. Layoffs will be done according to this list.

- (a) A layoff shall be defined as a reduction of the number of employees in the bargaining unit. It is understood that temporary reductions in normal hours of work due to fluctuations in business volumes shall not be considered to be a layoff. A permanent reduction in the scheduled shifts for a part-time nurse shall be deemed to be a layoff.
- (b) In the event that a reduction in the nursing force is required, the Employer agrees that the most junior nurse in the bargaining unit will be laid off first provided that nurses who remain are qualified to do the work available. When recalling nurses after layoff, those last to be laid off will be first to be recalled provided that in each case the nurse is qualified to do the work available.

In the event of a layoff within a specific geographic area or team, the affected nurse(s) in that area shall be laid off in the reverse order of

seniority provided that the nurses who are entitled to remain on the basis of seniority are qualified to perform the work available.

The affected nurse may accept the layoff, or accept to transfer to a vacant position, or displace the least senior nurse in the area of the nurse's choosing, provided she is qualified to perform the work, and that the remaining nurses in that area are qualified to perform the work available.

Part-time nurses may only displace another part-time nurse but a full-time nurse may displace another full-time nurse or a part-time nurse.

- (c) The Employer will not hire any new employee to fill a vacancy where there is an employee on layoff who is willing and qualified to fulfil the normal requirements of the job. This will apply regardless of whether the employee was full-time or part-time at the time of layoff.

Nurses shall be recalled in order of seniority provided that the senior employee is qualified to perform the available work. Laid off nurses shall be given five (5) calendar days' notice of recall. Recall shall be sent by registered mail to the last address filed with the Employer.

- (d) In the event of a proposed layoff at the Employer of a permanent or long-term nature, the Employer will meet with the local Association to review the reasons causing the layoff.
- (e) No reduction or alteration in the normal hours of work shall take place to prevent or reduce the impact of a layoff on individuals without the consent of the Association.
- (f) When a nurse accepts long-term layoff, in accordance with the provisions and terms of the *Employment Standards Act*, the nurse shall be entitled to receive severance pay in accordance with the provisions of the ESA.
- (g) When the RFP process gets triggered by the CCAC, the Employer will inform the Union of the timelines and the areas affected. The Employer will keep the Union informed of the progression of the RFP process. The Employer will inform the Union of the outcomes of the RFP process as soon as they are known.
- (h) A long-term or permanent layoff is defined as a layoff that is anticipated to exceed thirteen (13) weeks. In the event of a proposed layoff of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Employer shall:
  - (i) Provide the Union with no less than four (4) weeks' written notice of the proposed layoff or elimination of position; and
  - (ii) Provide to the affected employee(s), if any, no less than four (4) weeks' written notice of layoff, or pay in lieu thereof.

The Employer shall meet with the local union to review the following:

- (iii) The reasons causing the layoff;

- (iv) The service which the Employer will undertake after the layoff;
  - (v) The method of implementation including the areas of cut-back and the nurses to be laid off.
- (i) A laid-off nurse may accept a temporary assignment or apply on a part-time job posting or a full-time laid-off nurse displacing a part-time nurse does not relinquish their recall rights.

10.07 A nurse who is transferred to a position outside the bargaining unit for a period of not more than three (3) months shall continue to accrue bargaining unit seniority while in the position. For periods in excess of three (3) months, but not more than twelve (12) months, the employee will retain, but not accumulate, his or her seniority held at the time of transfer. In the event the nurse is returned to a position in the bargaining unit, she or he shall be credited with seniority held at the time of transfer and resume accumulation from the date of his or her return to the bargaining unit.

## **ARTICLE 11 - LEAVES 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 her designate. Such requests are to be submitted as far in advance as possible and a written reply will be given within fourteen (14) days, except in cases of emergency, in which case a reply will be given as soon as possible. Such leave shall not be unreasonably withheld.

### **11.02 Leave for Association Business**

The Employer agrees to grant leave of absence, without pay to nurses selected by the Association to attend Association business including conferences, conventions and Provincial Committee meetings. The Association agrees to provide as much notice as possible of a request for such leave. Such leave shall be granted taking into consideration service needs, and shall not exceed sixty-five (65) cumulative days per year. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer in the amount of the daily rate of the nurse. The Employer will bill the Local Association within a reasonable period of time.

### **11.03 Leave, ONA Provincial Board of Directors**

- (a) A nurse who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of Provincial President, shall be granted leave of absence without pay. Leave of absence under this provision shall be in addition to the Association Leave provided in Article 11.02 above. During such leave, the nurse's salary and applicable benefits shall be maintained by the Employer and the Provincial Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.
- (b) A nurse who is elected to a Provincial Committee of the Ontario Nurses' Association shall be granted upon request such leave(s) of absence as she

may require to fulfil the duties of her position. As much notice as is possible shall be given to the Employer of such leave of absence, but at least one (1) months' notice shall be given to the employer of such leave of absence. Such leave of absence will not exceed twenty (20) days in the calendar year. 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 elsewhere in this Agreement. 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.

#### 11.04 Leave, ONA Provincial President

Upon application in writing by the Association on behalf of the nurse elected to the office of Provincial President of the Ontario Nurses' Association, the Employer shall grant such nurse a leave of absence without pay for a period of up to two (2) consecutive years. 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 intention to return to work at least two (2) weeks prior to the date of return.

#### 11.05 Bereavement Leave

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

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

#### 11.06 Jury and Witness Duty

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

notifies the Employer immediately on the nurse's notification that she will be required to attend court;

presents proof of service requiring the nurse's attendance;

deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt where available.

11.07

Parental/Pregnancy Leave

- (a) Parental/pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act (ESA)* as amended from time to time and as follows:
- (i) The service requirement for eligibility for parental/pregnancy leave shall be thirteen (13) weeks.
  - (ii) The nurse shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. This notice shall be waived in the event of pregnancy complications, premature birth or the sudden coming into care of an adopted child.
  - (iii) The nurse shall be granted pregnancy leave to a maximum of seventeen (17) weeks.
  - (iv) Parental leave to a maximum of thirty-five (35) weeks (or thirty-seven (37) weeks if you did not take a pregnancy leave) may begin no later than fifty-two (52) weeks after the day of the child is born or comes into the custody, care and control of a parent for the first time. Natural mothers must take the parental leave at the end of the pregnancy leave, unless the child has not come into the custody, care and control of the mother for the first time, for a total of fifty-two (52) weeks.
  - (v) A nurse shall be allowed to commence her pregnancy leave at any time up to seventeen (17) weeks before the expected date of delivery.
  - (vi) During a pregnancy and parental leave, a nurse shall continue to accumulate seniority and service rights and, if she so desires participate in the following benefits: Pension, Life Insurance, Accidental Death, EHC and Dental. Where a nurse wishes to participate in the benefits, the Employer shall continue to pay the Employer's share of the premiums.
  - (vii) Parents shall be defined to include adoptive parents and a person in a relationship of some permanence with the natural or adoptive mother or father of the child who intends to treat the child as his or her own.
- (b) Nurses newly hired to replace nurses who are on approved pregnancy or parental leave may be released and such release shall not be subject to a grievance or arbitration. If retained by the Employer, the nurse shall be credited with seniority from date of hire subject to successfully completing



her probationary period. Nurses newly hired for such temporary vacancies shall be classed as casual part-time for seniority and benefit purposes.

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

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

#### 11.08 Orientation and In-service

- (a) It is agreed that orientation and in service programs will be provided to all nurses;
- (b) Leave of absence without pay for the purpose of education directly related to health care may be granted on written application by the nurse to the Executive Director. Upon successful completion of such courses the nurse shall have her tuition reimbursed by the Employer.
- (c) In service programs shall include programs to update nurses as to changes in procedures and practices. In service programs shall be scheduled in a manner which will allow nurses to attend during working hours. Nurses required to attend such programs outside their scheduled working hours shall be paid at their appropriate rate of pay for hours in attendance. If Nurses are required to complete an on-line training course outside of their scheduled working hours they shall be paid at their appropriate rate of pay for the hours required to complete the course.
- (d) A nurse shall be entitled to leave of absence without pay from her regularly scheduled working hours for the purpose of writing any formal exam (including midterms) in any recognized course in which the nurse is enrolled to upgrade her nursing qualifications. The nurse shall provide the Employer with fourteen (14) days' notice of the date and time of the examination where possible.

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

#### 11.10 Pre-paid Leave Plan

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

- (a) The plan is available to nurses wishing to spread four (4) year's salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The nurse must make written application to the Executive Director 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) Five (5) nurses may be absent at any one time. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the nurse.
- (d) Written application 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 required 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) 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 pension plan will be in accordance with the Plan. The nurse will not be eligible to participate in the Disability Income Plan during the period of absence.
- (i) A nurse may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given the Executive Director. 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 nurse will be reinstated to her former district.
- (l) 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 of the Collective Agreement.
  - (ii) The period of salary deferral and the period for which the leave is requested.

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

## **ARTICLE 12 - HOURS OF WORK AND SCHEDULING**

12.01 The regular hours of work for all full-time nurses shall be 75 hours per two week period. The normal work day for full-time, part-time and casual nurses shall be 7.5 hours, exclusive of a one-half hour (1/2) unpaid meal period. In each half day, the Employer shall allow a fifteen minute paid rest period.

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

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

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

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

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

12.03 (a) The work schedule (including weekend and night call duty) shall be posted one month in advance. Any request for a change in the posted schedule must be submitted in writing. Any request for a change in the posted schedule must be signed by the nurses involved and approved by the Supervisor or designate. The Supervisor or designate may change the posted schedule after discussions with the nurse.

(b) The Employer may schedule nurses to work split shifts with the agreement of the nurse and with notification of the Association.

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

- (d) No evening shift will be scheduled prior to weekends off, holidays or vacation without mutual agreement. This provision does not apply to nurses working permanent evening rotation.
- (e) There shall be no less than eleven (11) hours off between shift changes or this will trigger premium pay at the rate of time and one-half (1.5) the regular rate.
- (f) Nurses shall not be scheduled for more than seven (7) consecutive days. A nurse shall receive premium payment for all hours worked on the eighth (8) consecutive and subsequent day until a day off is provided.

12.04 Note: Effective October 1, 2015, this provision is replaced with the following:

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

12.05 Part-Time Commitment

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

- (a) be available for work fifty-two (52) weeks per year minus their individual vacation entitlement and approved leaves of absence;
- (b) be prescheduled for work in accordance with their hiring commitment;
- (c) be available to work Christmas or New Year's as per Article 14.01;
- (d) be prescheduled as required to work fifty (50%) percent of the remaining paid holidays; and
- (e) be prescheduled as required to work one (1) weekend in every three (3). Part-time employees hired after December 12, 2017 to be prescheduled as required to work one (1) weekend in every two (2).

12.06 All part-time nurses shall be scheduled up to their committed hours before any casual nurses are utilized. Where extra tours become available, they are first offered on the basis of seniority to part-time nurses who have provided additional hours of availability.

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

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

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

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

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

12.07 Request for specific days off shall be submitted in writing to the appropriate Supervisor. The Supervisor shall respond to the request within three (3) days of the receipt of the request. Requests shall not be unreasonably denied.

12.08 Part-Time Four-Hour Tours

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

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

12.09 Casual Employees

- (a) A casual nurse shall fill out an availability form which will be given to the Manager, in writing, at least seven (7) weeks in advance of the posted schedule. Should the casual nurse not be able to meet the availability she indicated or to work a shift that she has agreed to work, she will provide forty-eight (48) hours' notice to the Employer, unless an urgent situation arises and the nurse will discuss the situation with her Manager as soon as possible.
- (b) A casual nurse who has not provided availability or an explanation for a period in excess of three (3) months will be removed from the casual list.
- (c) In addition, should the casual employee refuse three (3) consecutive offers to work according to the availability they provided, they will be deemed to have abandoned their employment relationship with the Employer and voluntarily resigned.

12.10 (a) The Employer will make a reasonable effort to schedule senior nurses for full shifts. If a senior nurse is assigned to work less than a full shift, she shall, subject to reasonable considerations of specific client needs, travel and mandatory continuity standards, be assigned visits (up to a full day) from the work lists of less senior nurses scheduled to work that day, starting with the least senior nurse, and going in the reverse order of seniority.

(b) If it is not possible to assign a senior nurse to work a full shift, the nurse will be paid for all hours worked and may utilize compensatory time or vacation credits to provide a full day's pay or elect to take the time off without pay.

(b) The parties agree that the operation of Article 12.10 does not constitute a layoff.

**ARTICLE 13 - PREMIUM PAY**

- 13.01 All time worked in excess of seventy-five (75) hours over a two (2) week pay period or seven and one-half (7.5) hours a day shall be considered as overtime subject to the following conditions:
- (a) The nurse has agreed to accept the overtime assignment. No overtime will be added to the nurse's shift without first speaking to the nurse and getting her consent.
  - (b) The nurse is authorized by her Manager or designate to work overtime,
  - (c) The nurse who works overtime shall receive payment at the rate of time and one-half (1.5) unless she has requested, in writing, that overtime be banked as compensating time earned at time and one-half (1.5). Time up to and including fifteen (15) minutes shall not be counted.
  - (d) Casual nurses who are assigned work in excess of seven and one-half (7.5) hours a day shall receive overtime compensation in accordance with the above conditions. Such compensation will be in the form of payment only.
- 13.02 Where a nurse has worked and accumulated approved overtime hours, she shall have such time accumulated in the Compensating Time Bank at the overtime rate, i.e. at one and one-half (1-1/2) times. A nurse shall be able to take time off according to the amount of accumulated time standing to her credit in the Compensating Time Bank at such times as are mutually agreed between the nurse and her immediate supervisor. Any time in the Bank that is not taken in each quarter of the Employer's fiscal year shall be paid out at the appropriate rate. There shall be no carry over of compensating time from fiscal year to fiscal year.
- 13.03
- (a) A nurse who reports to work as scheduled, unless otherwise notified by the Employer, shall receive a minimum of four (4) hours' pay at her regular straight time hourly rate. If her regular duties are not available such nurse shall be required to perform any nursing duties assigned by the Employer.
  - (b) Where less than sixteen (16) hours' notice is given to a nurse that she is cancelled, the Employer will pay such nurse four (4) hours' pay at her regular straight time hourly rate.
- 13.04 Overnight On-Call and Standby
- (a) Where a nurse is assigned to be on standby, she shall be paid a standby rate of two dollars and ten cents (\$2.10) for each hour of standby.
  - (b) A nurse who is called into work from standby shall receive time and one-half (1.5) her regular straight time hourly rate for all hours worked with a minimum guarantee of four (4) hours' pay at regular rate.
  - (c) A nurse on overnight on-call who is required to do telephone assessments and documentation from her home shall receive payment at her straight time hourly rate for all time spent on telephone calls which exceeds fifteen (15) minutes accumulated on any standby shift, with a minimum guarantee

of one (1) hours pay at straight time rates per standby shift. Such telephone calls will not be considered call-back nor be used to calculate hours of work earned toward overtime in the day/pay period. Nurses must document the telephone services provided and submit this documentation to the appropriate Manager as per operating procedures.

- (d) Where a nurse on standby who works both days of a weekend she/he will be granted on request up to two (2) days LOA without pay during the following week.
- (e) The hours of overnight on-call/standby are as follows:
 

Overnight on-call	Nights (Monday to Sunday)	2300 – 0700
Standby	Weekends and Statutory Holidays	0700 – 2100
- (f) Overnight on-call nurses during the hours of 2300 – 0700 must be available to provide telephone support to clients but are not normally expected to be called back to work, except in emergency situations.
- (g) Standby nurses during the hours 0700 – 2100 on the weekend and statutory holidays must be available for potential call-back. Standby nurses for weekends, and statutory holidays that fall on a Friday or Monday, will be scheduled to cover the whole weekend (except Christmas and New Year's).

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

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

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

### 13.05

#### Responsibility Pay

Where a nurse is temporarily assigned to carry out the responsibilities of a manager for a period of one (1) full tour or more, at times when the manager would otherwise be working, she shall be paid a responsibility premium of one dollar (\$1.00) per hour for such duty in addition to her regular salary.

13.06 Shift Premium

A nurse shall be paid a shift premium of seventy-five cents (\$0.75) for all hours worked after 4:00 p.m. The shift premium will not be payable for hours where the nurse is being paid at an overtime rate, nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement.

13.07 Weekend Premium

A nurse shall be paid a weekend premium of seventy-five cents (\$0.75) for all hours worked on a weekend between 2400 hours Friday and 2400 hours Sunday. The weekend premium will not be payable for hours where the nurse is being paid at an overtime rate, nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement.

**ARTICLE 14 - DESIGNATED HOLIDAYS**

14.01 (a) The following shall be designated holidays for full-time nurses:

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

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

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

- (b) Each nurse will be scheduled a minimum of four (4) consecutive days off at either Christmas or New Year's as per her request. Every effort will be made to provide a fifth (5th) consecutive day off at this time.
- (c) Time off at Christmas shall include Christmas Day and Boxing Day. Time off at New Year shall include New Year's Eve and New Year's Day.
- (d) A nurse will not be scheduled to work both Christmas and New Year's unless she has requested same.
- (e) All requests for Christmas and New Years' block will be submitted in writing to their manager no later than October 1<sup>st</sup> of each year. Requests will be granted based on preference, what was worked the previous year, and with the aforementioned having been satisfied, seniority shall prevail. The Christmas Schedule will be posted no later than November 1<sup>st</sup> of each year.
- (f) A nurse shall receive premium pay for all hours worked that are in violation of the above.



14.02 A nurse, including part-time and casual nurses, required to work on one of the holidays listed in Article 14.01 shall be paid at time and one-half (1.5) her regular straight time hourly rate of pay.

14.03 Subject to Article 14.04 below, a full-time nurse shall be entitled to receive a designated holiday off with pay in the amount of her regular straight time earnings provided:

- (a) She works her scheduled work day on each of the scheduled working days immediately preceding and following the holiday; unless excused by the Employer or the nurse was absent due to:
  - (i) Legitimate illness or accident which commenced within one (1) month of the date of the holiday;
  - (ii) Vacation granted by the Employer;
  - (iii) The nurse's regular scheduled day off;
  - (iv) A paid leave of absence provided the nurse is not otherwise compensated for the holiday.

A nurse entitled to holiday pay hereunder shall not receive sick leave pay to which she may otherwise have been entitled unless she was scheduled to work that day. A nurse receiving Workplace Safety & Insurance Board (WSIB) benefits for the day of the holiday shall, subject to the above provisions, be entitled to the difference between the amount of the WSIB benefits and the holiday pay.

- (b) She has been employed by the Employer for at least one (1) month preceding the holiday.

14.04 When a nurse works on a designated holiday, such nurse shall receive another day off in lieu of the holiday, provided she meets the requirements of Article 14.03 (a) and (b). Such lieu day shall be scheduled at a time mutually agreeable to the employee and her manager within sixty (60) days following the holiday, failing which the lieu day shall be paid out at the rate of the employees regular straight time hourly rate.

14.05 All part-time nurses will be entitled to receive holiday pay for all statutory holidays listed in 14.01 in accordance with the *Employment Standards Act*, including meeting the qualifying conditions in the Act. All non-statutory holidays listed in Article 14.01 will be paid on a prorated basis on the conditions in Article 14.03, with the exception of nurses working extended tours.

Extended tour nurses will have their hours averaged to seven and one-half (7.5) hours to equal one (1) day for the purpose of qualifying for holiday pay under the ESA. Extended tour nurses will receive seven and one-half (7.5) hours' pay for all holidays listed in 14.01 if they meet the preceding qualifiers.

14.06 (a) Nurses who are scheduled by the Employer to work a weekend attached to a paid holiday will also be scheduled to work the paid holiday, if it falls on a Monday or a Friday.

- (b) Nurses who are scheduled by the Employer to be off on a weekend attached to a paid holiday will also be scheduled off on the paid holiday, if it falls on a Monday or a Friday.

## **ARTICLE 15 - VACATIONS**

- 15.01 For the purpose of calculating eligibility the vacation year shall be the calendar year.
- 15.02 Full-time nurses shall receive vacation on the following basis:
  - (a) Nurses who have completed less than one (1) year of full-time continuous service shall be entitled to a vacation on the basis of 1.667 days for each completed month of service;
  - (b) Nurses who have completed one (1) or more years of full-time continuous service shall be entitled to a vacation of twenty (20) days on the basis of 1.667 days for each completed month of service.
  - (c) Nurses who have completed fifteen (15) years or more of full-time continuous service shall be entitled to a vacation of twenty-five (25) days on the basis of 2.083 days for each completed month of service.
  - (d) Nurses who have completed twenty-five (25) years or more of full-time continuous service shall be entitled to vacation of thirty (30) days on the basis of 2.5 days for each completed month of service.
- 15.03 Part-time nurses who are normally scheduled to work 3/5ths of a week shall be entitled to the same vacation time as full-time nurses. Vacation pay shall be prorated to reflect their hours of work in relation to full-time hours.
- 15.04 Casual and part-time nurses who are not normally scheduled to work 3/5ths of a week shall be entitled to vacation pay in the amount of six (6%) per cent of their basic hourly rate. Vacation pay will be paid on each pay period. These nurses may request a personal leave of absence for vacation.
- 15.05 A nurse who resigns her employment with less than two (2) weeks' notice shall be entitled only to the vacation provided in the *Employment Standards Act*.
- 15.06 Vacation Scheduling
  - (a) Vacation shall be scheduled between April 1<sup>st</sup> and March 31<sup>st</sup> each year. Requests for vacation shall be submitted in writing to the Manager by February 1<sup>st</sup> and the schedule will be posted by March 1<sup>st</sup>. In the case of conflicting requests for vacation, seniority will govern. A nurse may be limited to a maximum of three (3) weeks' vacation in July or August.
  - (b) A nurse whose weekend to work occurs during periods of scheduled vacation time will not be required to have her weekend to work rescheduled at least once per year, as well, for vacation periods of two (2) consecutive weeks or longer.

- 15.07 Vacation may not normally be carried over from one (1) vacation year to the next. If a nurse is unable to take her accrued vacation by the end of vacation year, she may carry over up to five (5) days to the following vacation year with the approval of the Manager. A request to carry over more than five (5) days must be submitted in writing to the Executive Director by December 31<sup>st</sup> and must include a plan to take the carried over vacation within the first three (3) months of the new vacation year. Any unused vacation that has not been approved for carry over by the end of the vacation year, or that has not been taken in accordance with an approved carry-over plan, will be scheduled at the discretion of the Employer. A reminder of any outstanding vacation days will be communicated to the nurse by early December.
- 15.08 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 termination. If vacation has been received by the nurse in excess of the vacation earned by the nurse in the year of termination, there shall be deducted from the salary of the nurse or refunded to the Employer by the nurse an amount equivalent to the pay for vacation received but unearned.

## **ARTICLE 16 - PENSION AND BENEFITS**

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

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

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

- (a) The Employer agrees to contribute seventy-five (75%) percent of the billed premiums towards coverage of eligible nurses in the active employ of the Employer under the VON Canada National Extended Health Care benefits. The balances of the monthly premiums are paid by the nurse through payroll deductions.
- (b) The Employer agrees to pay one hundred (100%) percent of the billed premium toward coverage of eligible nurses in the active employ of the Employer under the VON Canada National life insurance plan providing two (2) times annual salary.
- (c) The Employer agrees to contribute seventy-five (75%) percent of the billed premiums towards coverage of eligible nurses in the active employ of the Employer under the VON Canada National dental benefits. The balances of the monthly premiums are paid by the nurse through payroll deduction.

- (d) (i) Eligible nurses in the active employ of the Employer shall participate in the VON Canada National Long-Term Disability Plan, subject to its terms and conditions, on the basis of one hundred percent (100%) employee paid premiums. The monthly premiums are paid by the nurse through payroll deductions.
- (ii) Notwithstanding (d) i) above, all currently employed nurses who, at the date of ratification, were paying fifty percent (50%) of the premiums for Long-Term Disability shall have the option of either paying one hundred percent (100%) of the premiums or continuing to pay fifty percent (50%) of the premiums, with the Employer paying the remaining fifty percent (50%), for as long as they remain employed with the VON Toronto-York Site. All employees hired after the date of ratification will pay one hundred percent (100%) of the premiums.
- (e) "Active Employ" excludes absences without pay from the Employer in excess of sixty (60) consecutive calendar days. A nurse on such leave of absence shall be responsible for any benefit plans in which she participates for the period of the absence in excess of sixty (60) consecutive calendar days. The nurse may arrange with the Employer to prepay the premiums during the period of the leave to ensure coverage.

16.02 Part-time employees are eligible to participate in the above plans subject to the plans eligibility requirements. The Employer's share of the premium contribution shall be the same as provided to full-time nurses.

Part-time and casual nurses who are not normally scheduled to work 3/5ths of a week and who are not eligible to participate in the above plans shall be paid eight (8%) percent of their regular straight time hourly rate in lieu of these benefits and sick leave. Such amount shall not be included in the base for the purposes of calculating any premiums nor shall it be paid on any overtime or premium hours worked.

Part-time and casual nurses who participate in the pension plan shall have the percentage in lieu reduced by two percent (2%). In addition, part-time and casual nurses who are eligible to participate in the insured benefit plans shall have their percentage in lieu reduced by two percent (2%).

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

When a part-time nurse becomes eligible to join the pension plan, she/he will be advised of that entitlement within thirty (30) days.

16.04 Sick Leave

- (a) Sick leave is the granting of time off with pay for absences from regularly scheduled hours due to legitimate illness. There shall be a Sick Credit Accumulation Bank for each full-time nurse in the active employ of the Employer. Such nurses shall accumulate sick credits at the rate of one and

one-half (1.5) days per completed month of full-time work to a maximum of one hundred twenty (120) days.

- (b) Where a full-time nurse is absent from work due to legitimate illness, she shall not lose her regular straight time earnings from her regularly scheduled hours to the extent of her credits in the Sick Credit Accumulation Bank.
- (c) Each nurse shall receive a statement of the balance of her sick credits in her bank at the end of May in each year.
- (d) A nurse may be required to submit a physician's certificate with respect to any period of time she may be absent from her duties on sick leave. If a physician's certificate is required, the Employer shall pay any fee for such certificate which is not payable by the nurse's health insurance plan.
- (e) The nurse email the CSA and call the manager to advise of illness no later than one hour prior to the start of the morning shift, or two hours prior to the start of the afternoon shift.
- (f) When a full-time or part-time nurse has completed any portion of her regularly scheduled tour prior to going on sick leave benefits or WSIB benefits, she shall be paid for the balance of the tour at her regular straight time hourly rate. This provision will not disentitle the nurse to a lieu day under Article 14.04 if she otherwise qualifies.
- (g)
  - (i) Where a nurse's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.
  - (ii) Where a nurse's scheduled vacation is interrupted due to serious illness requiring the nurse to be an inpatient in a Hospital, the period of such hospitalization shall be considered sick leave.
  - (iii) The portion of the nurse's vacation which is deemed to be sick leave under the above provisions will not be counted against the nurse's vacation credits.

16.05 Part-time nurses who are normally scheduled to work 3/5ths of a week shall accumulate sick credits on a pro-rata basis reflecting their hours of work in relation to full-time hours to a maximum accumulation of one hundred twenty (120) days.

#### 16.06 Employment Insurance Rebate

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

**ARTICLE 17 - WAGES**

17.01 Wage rates for the classifications covered by this Collective Agreement are set out in Appendix "A".

17.02 Previous Experience Credit

For the purposes of initial placement of a newly hired full-time or part-time nurse on the wage grid, such nurse shall make a claim in writing for recognition of recent related nursing experience at the time of application for employment. The nurse shall co-operate with the Employer by providing verification of such previous experience. No credit shall be given for experience of less than six (6) months' duration, nor where the nurse has not been actively nursing within the immediately preceding last three (3) years. The Employer shall assess the applicability of the previous experience during the nurse's probationary period and where such experience is acceptable, shall place the nurse at an appropriate level on the wage grid to be effective upon date of hire. Such placement shall be on the basis of one (1) increment for each year of recent related nursing experience.

17.03 New Classifications

Where the Employer establishes a new classification within the bargaining unit, it shall advise the Union of the classification and the rate of pay. If requested, the Employer agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay for the classification.

Such request for a meeting shall not delay the implementation of the new classification and shall be made within fourteen (14) calendar days of the advice from the Employer. Where the rate is challenged by the Union and the matter is not resolved within fourteen (14) calendar days of the meeting, it shall be referred to arbitration within the time limits set out in this Agreement.

17.04 Full-Time Grid Advancement

Each full-time nurse shall be advanced from her present level to the next level set out in the wage grid twelve (12) months after she last advanced. If a nurse's absence without pay from the Employer exceeds sixty (60) consecutive calendar days, her advancement date will be extended by the length of such absence in excess of sixty (60) consecutive calendar days.

17.05 A part-time and a casual nurse shall advance from her present level to the next level set out in the wage grid after fifteen hundred (1500) hours worked.

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

17.07 (a) Nurses who use their personal automobile to drive between clients will be paid a kilometric allowance. The kilometric allowance is not payable for travel from the employee's home to the first client or the first clinic or office appointment of the day, or from the last client, clinic or office appointment for the day to the employee's home, unless the first or last client of the day is twenty-five (25) kilometres or further from the employee's home, beyond which the kilometric rate would apply. However, if an employee

chooses to live in an area outside of the area in which she is normally assigned to work, the starting point for kilometre reimbursement will be the home of the first or last client of the day. Nurses who return to work after their regular tour of duty or are called out from standby between the hours of 2300 – 0700 will receive the kilometric allowance for all travel from the employee's home and return.

Effective the beginning of the first full pay period following the date of ratification, the kilometric rate will be the VON corporate rate but no less than forty-two cents (\$0.42) per kilometre.

- (b) Reimbursement for the kilometric allowance shall be paid to the nurse on the next pay period following the date the nurse has submitted her approved expense report to the Employer. The expense report must be approved by the Supervisor. The Employer will provide each nurse with a form T2200, if she requests it.

## **ARTICLE 18 - PROFESSIONAL RESPONSIBILITY**

18.01 Client care is enhanced if concerns relating to professional practice are resolved in a timely and effective manner.

Professional practice issues will be raised first for discussion within the Team to develop solutions. If the Team is unable to resolve the issue at the Team level, the Manager of that team will be contacted to assist in resolving the issue.

If the Manager is unsuccessful at facilitating resolution of the professional issue(s) with the Team, the Nurse(s) or Manager will immediately forward the issue(s) to the ONA/Management Committee to be addressed.

The parties agree that Professional Issues will be addressed by ONA/Management Committee. No later than six (6) weeks of commencing the process and as soon as possible, the committee will make recommendations to Senior Management that are professionally and fiscally sound and a report on action taken will be provided on a quarterly basis or more frequently, as required.

## **ARTICLE 19 - MODIFIED WORK**

19.01 (a) The Employer will notify the local union of the names of all employees off work due to a work related injury (whether or not the employees are in receipt of WSIB benefits) and those on LTD by the 15<sup>th</sup> of each month.

- (b) When it has been medically determined that an employee is unable to return to the full duties of her position due to illness, injury or disability, the Employer will notify and meet with a representative of the local union and the employee, to discuss and arrange a modified work program that is suitable for the employees return to work. This plan will be revised as necessary. The Labour Relations Officer may attend such meetings as necessary.

- (c) The Employer agrees to provide the employee and the local union a copy of the WSIB Form 7 at the same time it is sent to the Board.
- (d) In the event of actual or potential risk to personal safety, including violence or threatened violence, the employer will act immediately to reduce and/or eliminate the risk. All actions taken will be directed by policy and procedure and can include activities from negotiating with the Client for a change in practice to withdrawal of services. The employer will discuss details of the occurrence and actions taken to prevent a recurrence with the Union in timely manner respecting confidentiality of all parties.

## **ARTICLE 20 - MISCELLANEOUS**

- 20.01 Whenever the feminine is used in this agreement, it includes the masculine and vice versa where the context so requires. Where the singular is used, it may also be deemed to mean plural and vice versa.
- 20.02 Bulletin Board
- The Employer will provide the Association bulletin board space in a conspicuous location in the staff workrooms for the purpose of posting notices regarding meetings and other matters of Association business. All such notices must be signed by a member of the Association Executive who is employed by the Employer.
- 20.03 Copies of Agreement
- Copies of this Collective Agreement will be provided by the Association to each nurse in the bargaining unit. The cost of printing the Collective Agreement in a mutually agreeable manner and form shall be borne equally by the Employer and the Association.
- 20.04 Registration
- Nurses may be required to present their current certificate of registration or verification that fees have been paid by January 15<sup>th</sup> of each year.
- 20.05 (a) Nurses shall be paid bi-weekly by direct deposit to the nurse's bank.
- (b) Any Employer error in excess of \$100.00 on a pay cheque will be paid to the nurse within two (2) working days by separate cheque.
- 20.06 Prior to implementing new policies or changing existing policies that affect a nurse's employment the Employer will meet with the Union to discuss such changes.
- 20.07 All nurses shall be required to wear professional attire including VON identification while on duty.



**ARTICLE 21 - ACCESS TO FILE**

21.01 When any type of evaluation, performance appraisal, progress report or assessment related to job performance, nursing practice or other employment related matters is completed with respect to any nurse, it shall be reviewed with the nurse. The nurse shall have the opportunity to include her comments on the document. A copy of the completed document will be provided to the nurse.

Upon request, a nurse may review their file in the presence of their supervisor and/or their local union representative at a mutually agreed time. They will be provided with a copy of any document contained in her file upon request.

21.02 Any letter of reprimand, suspension or other sanction will be removed from the record of a nurse eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such nurse's record has been discipline free for one (1) year.

**ARTICLE 22 - TERMINATION AND RENEWAL**

22.01 The Collective Agreement shall continue in effect until March 31, 2018 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement in accordance with Article 22.02 below.

22.02 Where either party desires to amend or terminate this Agreement, it shall give notice to the other party only within the period ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.

22.03 If notice of amendment is given by either party, the other party agrees to meet for the purpose of negotiation within thirty (30) days after the giving of such notice, if requested to do so.

Dated at TORONTO, Ontario, 18 day of July, 2018.

FOR THE EMPLOYER

FOR THE UNION

David Gooch

Sandra Bearzot  
Labour Relations Officer

Jon Rebick

Lorna Thompson

Melissa Kennedy

Anke O'Shea

Carolee Van Dyk

## APPENDIX "A"

## SALARY SCHEDULE

**REGISTERED NURSE – HOURLY WAGE RATES**

The salary rates in effect during the term of this Agreement shall be those set forth in Appendix "A" attached to and forming part of this agreement. The hourly rate for an employee shall be as follows as of the Date of Ratification by the Union (DOR):

Effective Date	June 1, 2015	Date of Ratification December 12, 2017 0.5%
Start	24.78	24.90
1 Year	25.77	25.90
2 Years	27.12	27.26
3 Years	28.45	28.59
4 Years	29.82	29.97
5 Years	31.50	31.66
6 Years	33.18	33.35
7 Years	34.86	35.03
8 Years	36.56	36.74

**WOUND CARE NURSE – HOURLY WAGE RATES**

Effective Date	June 1, 2015	Date of Ratification December 12, 2017 0.5%
Start	26.07	26.20
1 Year	27.33	27.47
2 Years	28.65	28.79
3 Years	30.03	30.18
4 Years	31.48	31.64
5 Years	32.99	33.15
6 Years	34.58	34.75
7 Years	36.25	36.43
8 Years	38.00	38.19

Within one (1) full pay period of the date of ratification by the union, VON Toronto-York nurses only on staff on the date of ratification will receive, as a signing bonus payment, the following payments less statutory deductions:

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

## APPENDIX "B"

## VON Commissioner Process

## Grievance Commissioner

- 1.01 The Employer and Union may mutually agree in writing to invoke the Commissioner Process rather than proceed to arbitration as set out in this collective agreement. All cases referred to arbitration where an employee has a grievance concerning discipline will only be referred to a Grievance Commissioner if the Employer and the Union agree in writing on all the facts. The parties may also agree to group grievances before a single Grievance Commissioner. A Grievance Commissioner (where more than one, acting in rotation) will set aside such time as may be requested by the Employer and the Union to consider and determine grievances referred to her/him hereunder. A Grievance Commissioner shall have the same powers and be subject to the same limitations as a Board of Arbitration hereunder, save and except as expressly provided in paragraphs 1.02 to 1.06 hereof.
- 1.02 Through the Grievance Commissioner, the parties desire the expeditious and effective disposition of grievances. The rules governing the summary proceedings of the Grievance Commissioner are set out as follows:
- (a) The parties, when referring a grievance to the Grievance Commissioner shall provide her/him with a summary of facts agreed to or in dispute, the respective positions of the parties, the written grievance and the decision of the management representative at the final stage of the grievance process.
  - (b) The parties shall supply the Grievance Commissioner and each other with additional concise and brief written representations on which they intend to rely provided that they are emailed not less than five (5) working days before the commencement of the hearing.
  - (c) The purpose of the hearing is to clarify the issues or facts in dispute. At the hearing the parties may make such further representations or adduce such evidence as the Grievance Commissioner may permit or require but the Grievance Commissioner shall not be obligated to conform to the rules of evidence.
  - (d) The Grievance Commissioner must render her/his written decision, without reasons, to both parties within ten (10) working days of the conclusion of the hearing. Upon request by either party after her/his decision has been rendered, the Grievance Commissioner shall deliver brief reasons, but such reasons shall not form part of her/his decision.
  - (e) The decision of the Grievance Commissioner shall only be applicable to the case in question and shall not constitute a precedent nor be used by either party as a precedent in future cases. Notwithstanding anything contained in this Agreement, the decision of the Grievance Commissioner shall:
    - i) be consistent with the provisions of this Agreement.
    - ii) be confined to the grievance(s) referred to her/him.
- 1.03 The Union and the Employer shall each be responsible for one-half (1/2) of the expenses

of and fees payable to the Grievance Commissioner.

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

Dana Randall  
John Stout  
Christine Schmidt

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

- 1.05 Any member of the panel who, having been requested in turn to act as the Grievance Commissioner, is unable or unwilling to act shall not again be requested to act as a Grievance Commissioner until his/her name comes up again on the regular rotation of the panel.
- 1.06 The parties agree that the Grievance Commissioner can hear more than one case on a single day.

APPENDIX "C" ONA Grievance Form

ONTARIO NURSES' ASSOCIATION ASSOCIATION DES INFIRMIÈRES ET INFIRMIERS DE L'ONTARIO GRIEVANCE REPORT / RAPPORT DE GRIEF										
ONA LOCAL SECTION LOCALE DE L'AIIIO GRIEVOR PLAIGNANTE DEPARTMENT SERVICE	EMPLOYER EMPLOYEUR GRIEVANCE NO. N° DU GRIEF	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width: 10%;">STEP ÉTAPE</th> <th style="width: 90%;">DATE SUBMITTED TO EMPLOYER DATE DE SOUMISSION À L'EMPLOYEUR</th> </tr> <tr> <td style="text-align: center;">1.</td> <td></td> </tr> <tr> <td style="text-align: center;">2.</td> <td></td> </tr> <tr> <td style="text-align: center;">3.</td> <td></td> </tr> </table>	STEP ÉTAPE	DATE SUBMITTED TO EMPLOYER DATE DE SOUMISSION À L'EMPLOYEUR	1.		2.		3.	
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STEP THREE	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR <hr/> <hr/> <hr/> <hr/>	DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT: <hr/> DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT: <hr/> SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE: SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR: <hr/>								
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ON-09 REV. 01/2000                      DISTRIBUTION: 1. BLACK - EMPLOYER    2. BROWN - ONA    3. BLUE - LOCAL ASSOCIATION    4. GREEN - GRIEVOR DISTRIBUTION: 1. NOIR - EMPLOYEUR    2. BRUN - AIIIO    3. BLEU - ASSOCIATION LOCALE    4. VERT - PLAIGNANTE										

LETTER OF UNDERSTANDING

Between:

VICTORIAN ORDER OF NURSES,  
TORONTO/YORK-PEEL SITE

And:

ONTARIO NURSES' ASSOCIATION

Re: VON Commissioner Process

---

The Parties hereby agree that the Commissioner's Agreement dated October 22, 2014 and attached hereto as appendix "B," 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 TORONTO, Ontario, 18 day of July, 2018.

FOR THE EMPLOYER

FOR THE UNION

David Gooch

Sandra Bearzot  
Labour Relations Officer

Jon Rebick

Lorna Thompson

Melissa Kennedy

Anke O'Shea

Carolee Van Dyk

LETTER OF UNDERSTANDING

Between:

VICTORIAN ORDER OF NURSES,  
TORONTO/YORK-PEEL SITE

And:

ONTARIO NURSES' ASSOCIATION

Re: Shift Nursing Program

---

1. Nurses working the shift nursing program will be covered by the Collective Agreement except where modified by this agreement.
  - (a) Articles on hours of work, scheduling, vacation, compensation and weekend work will not apply to employees working in the Shift Nursing Program except as specified herein.
  - (b) The Shift Nursing Program will be defined as meeting the needs of a single client at a time. A shift ranges in length based from two (2) to twelve (12) hours. The hours of each shift will be determined by client need.
  - (c) For assignments longer than two (2) weeks, nurses in the Shift Nursing Program may be expected to work alternate weekends.
  - (d) The objectives of continuity of client care will be used in determining in this Program. Assignments will be based on client needs (skill, experience), nursing availability and when all this is equal, seniority shall prevail.
2. Compensation
  - (a) Shift Nurses shall be paid in accordance with the wage rates for Registered Nurse as set out in Appendix "A".
  - (b) Part-time and casual nurses in the Shift Nursing Program shall receive the same percentages in lieu of vacation and other benefits as nurses in the Visiting Nursing Program. Such percentages shall not be included in the base used for the purposes of calculating any premiums nor shall it be paid on any overtime or premium hours worked.
3. Premium Pay

All time worked in excess of seventy-five (75) hours in a two (2) week period shall be considered as overtime and shall be paid at a rate of time and one-half (1.5).
4. Cancellation

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

5. Reporting Pay

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

Dated at TORONTO, Ontario, 18 day of July, 2018.

FOR THE EMPLOYER

FOR THE UNION

David Gooch

Sandra Bearzot  
Labour Relations Officer

Jon Rebick

Lorna Thompson

Melissa Kennedy

Anke O'Shea

Carolee Van Dyk



LETTER OF UNDERSTANDING

Between:

VICTORIAN ORDER OF NURSES,  
TORONTO/YORK-PEEL SITE

And:

ONTARIO NURSES' ASSOCIATION

Re: Bachelor of Science (BScN) and Public Health Nurses (PHN) Premium

Nurses on staff as of the date of ratification of this agreement who are receiving a BScN or PHN premium of fifty cents (\$0.50) per hour on top of their regular straight-time wage rates as set out in Appendix A, will continue to receive this premium for as long as they remain in the employ of the Employer. Nurses currently receiving this premium are:

Evelyn Graham  
Janice Otton  
Carolee van Dyk

Dated at TORONTO, Ontario, 18 day of July, 2018.

FOR THE EMPLOYER

FOR THE UNION

David Gooch

Sandra Bearzot  
Labour Relations Officer

Jon Rebick

Lorna Thompson

Melissa Kennedy

Anke O'Shea

Carolee Van Dyk

LETTER OF UNDERSTANDING

Between:

VICTORIAN ORDER OF NURSES,  
TORONTO/YORK-PEEL SITE

And:

ONTARIO NURSES' ASSOCIATION

Re: Weekend Compressed Worker

---

The parties agree that a Weekend Compressed Worker Schedule has been developed in order to meet the Employer's need for weekend staff. All provisions of the Collective Agreement shall apply to nurses working a Weekend Compressed Schedule except as modified by this Letter of Understanding.

1. A weekend compressed worker will be defined as:
  - (a) A full-time nurse who works three (3) ten (10) hour shifts over the weekends every week for which she/he shall be paid thirty seven and a half (37.5) hours pay per week; or
  - (b) A part-time nurse who works two (2) ten (10) hour shifts over the weekends every week for which she/he shall be paid twenty-five (25) hours pay per week.
2. The normal work day for full-time and part-time weekend workers shall be ten (10) hours, exclusive of a one-half hour (1/2) unpaid meal period. In each shift, the Employer shall allow two fifteen (15) minute paid rest periods.
3. Full-time and part-time nurses working a weekend compressed worker schedule shall earn seniority and service as per the collective agreement.
4. A normal schedule for a full-time weekend worker will be Friday, Saturday, and Sunday or Saturday, Sunday and Monday as required. A normal schedule for a part-time weekend worker will be Saturday and Sunday.
5. Weekend Compressed Worker positions shall be filled as per the job posting provisions set out in Article 10.05 of the Collective Agreement.
6. Employees working a weekend compressed schedule will not be entitled to weekend premium.
7. Shift premium will be paid according to Article 13.06 in the Collective Agreement.

8. All time worked in excess of seventy-five (75) hours over a two (2) week pay period or ten (10) hours a day shall be considered as overtime subject to the conditions set out in Article 13.01 of the Collective Agreement.
9.
  - (a) Employees working as a Weekend Compressed Worker will be entitled to the designated holidays as listed in Article 14.01(a) of the Collective Agreement. Nurses who work on one of the paid holidays shall be paid at the rate of time and one half (1.5) their regular straight time rate for all hours worked on such holiday.
  - (b) Full-time nurses who work on a designated holiday shall receive a lieu day consisting of seven and one half (7.5) hours pay for such day at her straight time rate of pay. If the holiday falls on a nurses scheduled day off she shall receive a lieu day consisting of seven and one half (7.5) hours pay for such day at her straight time rate of pay.
  - (c) Part-time nurses will be entitled to receive holiday pay for all designated holidays in accordance with the *Employment Standards Act*.
10. For the purpose of accumulation of leave credits, including Article 15 - Vacations, and Article 16.04 - Sick Leave, a "day" is defined as seven and one-half (7.5) hours.
  - (a) Employees on an approved sick leave shall receive payment for all scheduled hours not worked, to the extent of their available accumulated leave credits.
  - (b) Employees on an approved vacation leave shall receive payment for all scheduled hours not worked, or they may request payment based on twelve and one half (12.5) hours per day, to the extent of their available accumulated leave credits.

Dated at TORONTO, Ontario, 18 day of July, 2018.

FOR THE EMPLOYER

FOR THE UNION

David Gooch

Sandra Bearzot  
Labour Relations Officer

Jon Rebick

Lorna Thompson

Melissa Kennedy

Anke O'Shea

Carolee Van Dyk

LETTER OF UNDERSTANDING

Between:

VICTORIAN ORDER OF NURSES,  
TORONTO/YORK-PEEL SITE

And:

ONTARIO NURSES' ASSOCIATION

Re: Six Week Scheduling Cycle (Applicable to Full-Time Only)

In order to eliminate the need for Nurses to work seven (7) consecutive days in a six-week work schedule, the following procedure is available to Nurses on agreement of the Nurse and the Employer.

1. Within every six (6) week rotation, full-time Nurses will be required to work eleven (11) scheduled shifts in one two-week pay period, nine (9) scheduled shifts in the following two-week pay period and ten (10) scheduled shifts in the third two-week pay period.
2. Notwithstanding Article 13.01, overtime premium will be paid only in the following circumstances:
  - (a) If a Nurse works extra shifts in a pay period beyond her regular posted number of shifts. For clarity overtime premium will apply to any shifts:
    - (i) in excess of nine (9) shifts in a pay period in which her posted schedule consists of nine (9) shifts;
    - (ii) in excess of ten (10) shifts in a pay period in which her posted schedule consists of ten (10) shifts; and
    - (iii) in excess of eleven (11) shifts in a pay period in which her posted schedule consists of eleven (11) shifts.
  - (b) If a Nurse works in excess of seven and one half (7.5) hours in a day.
3. In all pay periods the Nurses will record the actual hours worked.
4. For clarity each posted six (6) week schedule will provide 225 hours for each full time Registered Nurse.

Dated at TORONTO, Ontario, 18 day of July, 2018.

FOR THE EMPLOYER

FOR THE UNION

David Gooch

Sandra Bearzot  
Labour Relations Officer

Jon Rebick

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Lorna Thompson

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Melissa Kennedy

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Anke O'Shea

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Carolee Van Dyk

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