

**COLLECTIVE AGREEMENT**

**B E T W E E N:**

**VON CANADA – ONTARIO BRANCH  
PERTH HURON SITE**

(hereinafter referred to as “the Employer”)

**A N D:**

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

**Expiry date: March 31, 2018**

## TABLE OF CONTENTS

ARTICLE 1 - PURPOSE .....	1
ARTICLE 2 - RECOGNITION.....	1
ARTICLE 3 - MANAGEMENT FUNCTIONS.....	1
ARTICLE 4 – DEFINITIONS .....	1
ARTICLE 5 - NO DISCRIMINATION.....	2
ARTICLE 6 - NO STRIKE, NO LOCKOUT .....	4
ARTICLE 7 - UNION SECURITY .....	4
ARTICLE 8 - REPRESENTATIVES AND COMMITTEES .....	4
ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE .....	7
ARTICLE 10 - SENIORITY .....	10
ARTICLE 11 – JOB POSTINGS.....	15
ARTICLE 12 - LEAVES OF ABSENCE .....	16
ARTICLE 13 - EMPLOYEE FILES .....	21
ARTICLE 14 - HOURS OF WORK.....	21
ARTICLE 15 - CASELOAD MANAGEMENT .....	26
ARTICLE 16 – PAID HOLIDAYS.....	27
ARTICLE 17 - VACATIONS .....	28
ARTICLE 18 – SICK LEAVE .....	31
ARTICLE 19 – PENSION AND GROUP BENEFITS .....	32
ARTICLE 20 - SKILLS DEVELOPMENT AND TRAINING.....	34
ARTICLE 21 – MISCELLANEOUS.....	35
ARTICLE 22 – OVERTIME AND PREMIUM PAYMENTS.....	36
ARTICLE 23 – TRANSPORTATION ALLOWANCE .....	38
ARTICLE 24 - COMPENSATION.....	38
ARTICLE 25 - PROFESSIONAL RESPONSIBILITY .....	39
ARTICLE 26 – DURATION .....	40
APPENDIX A .....	42
APPENDIX B .....	43
ONA – COMMUNITY PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORM ....	43
RE: JOB SECURITY .....	46
LETTER OF UNDERSTANDING .....	47
RE: SITE AMALAGAMATION .....	47
LETTER OF UNDERSTANDING .....	48
RE: SHIFT NURSING .....	48
LETTER OF UNDERSTANDING .....	50
RE: EVENING SHIFT.....	50
LETTER OF UNDERSTANDING .....	51
RE: VON Commissioner Process .....	51

## **ARTICLE 1 - PURPOSE**

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

## **ARTICLE 2 - RECOGNITION**

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

## **ARTICLE 3 - MANAGEMENT FUNCTIONS**

- 3.01 The Union recognizes that the Employer has retained and shall possess and exercise all rights, functions, powers, privileges and authority that it possessed prior to the formation of the bargaining unit, except those that are expressly and specifically relinquished or restricted in this Agreement.
- 3.02 The Employer retains the sole right to make, enforce and alter from time to time reasonable rules and regulations to be observed by the nurses, provided that such rules and regulations shall not be inconsistent with the provisions of this Collective Agreement.
- 3.03 The Employer shall not exercise its management rights in such a way as to be in violation of a specific provision of this Collective Agreement.

## **ARTICLE 4 – DEFINITIONS**

- 4.01 A full-time nurse is a nurse who is regularly scheduled to work the normal full-time hours in this Collective Agreement.
- 4.02 A part-time nurse is a nurse regularly scheduled to work less than the normal full-time hours in this Collective Agreement.
- 4.03 A casual relief nurse is one who is employed on a relief basis, as and when required by the Employer. It is understood that a casual nurse has no commitment to the site and the site has no commitment to the casual nurse.

- 4.04 A Registered Nurse is defined as a nurse who is registered by the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act*. A Registered Nurse is required to present her current Certificate of Competence to the Executive Director or Designate upon renewal, normally no later than January 15<sup>th</sup>.
- 4.05 A nurse who holds a Temporary Certificate of Registration in accordance with the *Nursing Act*, 1991 and its regulations must obtain her or his General Certificate of Registration prior to the expiry of her or his Temporary Certificate of Registration. If the nurse fails to obtain her or his General Certificate of Registration prior to the expiry of her or his Temporary Certificate of Registration, but in any case not longer than one year from her or his date of hire, 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 VON Perth-Huron Site. Such termination shall not be the subject of a grievance or arbitration.
- 4.06 Nurses may be required, as part of their regular duties, to work with nurses working with a temporary certificate of registration in accordance with the current College of Nurses of Ontario Standards. Nurses will be informed in writing of their responsibilities in relation to these nurses. Any information that is provided to the Employer by the College of Nurses with respect to practice expectations or restrictions will be made available to all nurses who will be working with any nurse working with a temporary certificate or registration.
- 4.07 The words “Nurses” or “Employees”, when used throughout this Agreement, shall mean persons included in the bargaining unit as outlined in Article 2.01.
- 4.08 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun, where the content so requires. Where the singular is used, it may also be deemed to mean the plural.

#### **ARTICLE 5 - NO DISCRIMINATION**

- 5.01 The Employer and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their Representatives with respect to any nurse because of her membership or non-membership in the Union, activity or lack of activity on behalf of the Union or by reason of exercising her rights under the Collective Agreement or any applicable legislation.
- 5.02 The Union agrees that there will be no Union activity, solicitation for membership or collection of Union dues on Employer premises or during working hours, except with the written permission of the Employer, or as specifically provided for in this Agreement.
- 5.03 It is agreed that there will be no discrimination by either party, or by any of the nurses covered by this Agreement, on the basis of race, creed, colour, national origin, sex, sexual orientation, marital status, age, political or religious affiliation, disability, or any other factor which is not pertinent to the employment relationship.  
ref: *Ontario Human Rights Code*

5.04 The parties agree that they are both committed to a harassment free environment, addressing discrimination and harassment issues in a timely and effective manner and meeting their obligations in respect to accommodation/modified work.

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

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

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

- (c) Every person has a right to be free from:
  - i) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or
  - ii) a reprisal or threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person.
- (d) A nurse who believes that she has been harassed contrary to this provision may file a grievance under Article 9 of this Agreement.

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

Sexual harassment is defined as:

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

Grievances under this clause will be handled with all possible confidentiality and dispatch. A nurse who feels she has been harassed contrary to this provision may file a grievance under Article 9 of this Agreement.

- 5.06 The Employer and the Union recognize their joint duty to accommodate employees with disabilities in accordance with the provisions of the *Ontario Human Rights Code*.

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

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

#### **ARTICLE 7 - UNION SECURITY**

- 7.01 The Employer will deduct from each nurse covered by this Agreement an amount equal to the regular monthly Union dues designated by ONA.
- 7.02 Such dues shall be deducted monthly and, in the case of newly employed nurses, such deductions shall commence in the month following their date of hire. There shall be no deduction from a part-time or casual nurse in a month in which the nurse does not work.
- 7.03 The Union shall notify the Employer, in writing, of any changes in the amount of such regular Union dues at least one month prior to the effective date of such change.
- 7.04 The Employer will send to the Union monthly, its cheque for the dues so deducted, along with the list of the names and amount of such deductions for each nurse. The list shall show terminations, new hires, leaves of absence in excess of thirty days, and the social insurance number. A copy of this list will be sent to the Union.
- 7.05 In consideration of the deduction and forwarding of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims for liabilities arising or resulting from the operation of this Article.
- 7.06 It is understood and agreed that the Employer has the responsibility for the deduction of dues.
- 7.07 The Employer shall provide each nurse with a T4 slip, showing the dues deducted in the previous year for income tax purposes.

#### **ARTICLE 8 - REPRESENTATIVES AND COMMITTEES**

##### **8.01 Nurse Representatives**

The Employer agrees to recognize three (3) Nurse Representatives for the purpose of dealing with grievances and conducting Union interviews.

8.02 Grievance Committee

The Employer agrees to recognize a Grievance Committee of three (3) Association Representatives for the purpose of meeting with the Employer in the grievance procedure. It is understood that the employer shall not be required to pay for more than two (2) employees to attend any grievance meeting.

8.03 Union-Management Committee

There shall be a Union-Management Committee comprised of two (2) Representatives of each of the parties. The Committee shall meet every three (3) months unless otherwise mutually agreed. Agenda items to be discussed shall be exchanged in writing at least five (5) calendar days prior to the meeting. Meetings of this Committee will be to discuss matters of mutual concern, matters relating to VON nursing, such as balancing caseloads with proper patient care, or matters relating to the interpretation or administration of the Agreement. The Committee shall promote and provide for effective and meaningful communication.

8.04 Negotiating Committee

The Employer agrees to recognize a Negotiating Committee of two (2) Association Representatives for the purpose of negotiating renewals of the Collective Agreement.

8.05 If a nurse from this bargaining unit is appointed to a Central Negotiating Committee, she shall receive time off as required to attend negotiating meetings. Time for preparation for negotiations shall be without pay and the Association shall advise the Employer as far as in advance as possible of the dates of these meetings. Such day shall not be counted as Association leave days.

8.06 Occupational Health & Safety Committee

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

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

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

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

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

## 8.07

Violence in the Workplace Policies

- (a) The parties agree that violence shall be defined as any incident in which an employee is abused, threatened or assaulted while performing his or her work. The parties agree it includes the application of force, threats with or without weapons and verbal abuse. The parties agree that such incidents will not be condoned. Any employee who believes he/she has been subjected to such incident shall report this to a supervisor who will take every precaution reasonable in the circumstances for the protection of the worker and to rectify the situation.
- (b) The Employer agrees to develop formalized policies, measures procedures and training in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies, measures and procedures shall be communicated to all employees and all employees will receive training and education on them.

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

- (c) The Employer will report all incidents of violence as defined herein to the Joint Health and Safety Committee for review.
- (d) The Employer agrees to provide training, education and information on the prevention of violence and all measures and procedures in the workplace violence program to all employees who come into contact with potentially aggressive persons. This training will also be done during a new employee's orientation and updated as required.
- (e) The Employer will inform the Union within three (3) days of any employee who has been subjected to violence while performing his/her work. Such information shall be submitted in writing to the Union as soon as practicable.
- (f) The Employer and the Union recognize the Employer's obligation under section 25 (2) (h) to take every precaution reasonable to protect employees and section 32.0.5 (3) of the OHSA to provide information, including personal information, to an employee related to a risk of workplace violence from a person with a history of violent behaviour.

## 8.08

The Union shall keep the Employer notified, in writing, of the names of the current Nurse Representatives, Committee Members and any other Officers of the Local Union who are employed by the Employer.



- 8.09 The parties recognize that a Nurse Representative has the responsibility to perform her regular duties and to represent employees on Union business. If a Representative must leave her regular duties for any period of time in order to attend to Union business, she will coordinate the time needed to fulfil these duties with her Supervisor. Upon completion of her business, the Representative will inform her Supervisor that she has returned.
- 8.10 Representatives of the Union shall be paid at their regular rate of pay for all time used during their regularly scheduled hours of work in attending meetings or for fulfilling other duties related to their responsibilities under the Collective Agreement.
- (a) The Employer shall be required to pay nurses on the Negotiating Committee up to but not including conciliation, except for those nurses involved on a central bargaining team, where the Employer will pay up to and including conciliation;
- (b) The Employer shall not be required to pay nurses on the Grievance Committee or the grievor for time spent at arbitration hearings.
- 8.11 The Union Committees shall have the right to have the assistance of Representatives or Consultants from, or acting on behalf of, the Ontario Nurses' Association. The Employer shall also have such rights.
- 8.12 During the orientation period of newly hired nurses, a Nurse Representative will be allowed a period of time, not to exceed fifteen (15) minutes, within regular working hours to acquaint them with the Association. These interviews shall be scheduled in advance at a time mutually agreeable to the parties.
- 8.13 It is recognized that the Labour Relations Officer is the signing authority on any and all documents related to bargaining unit matters.

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

- 9.01 The Employer and the Union agree that it is important to adjust complaints and grievances as quickly as possible. It is understood that a nurse has no grievance until she has first discussed her complaint with her Nurse Manager and the matter has not been resolved.
- In computing the days for taking any action or giving any notice, Saturdays, Sundays or holidays shall not be counted.
- 9.02 A formal grievance is defined as an alleged difference over the interpretation, application, administration or alleged violation of this Collective Agreement including any question as to whether a matter is arbitrable. All grievances shall be in writing and contain a statement of facts giving rise to the grievance, the redress sought, an indication of the article(s) of this Collective Agreement and must be filled within ten (10) days of the circumstances giving rise to the grievance.
- 9.03 The following shall be the procedure for handling and processing grievances submitted by the employee.

Step #1

The employee may submit a grievance in writing to her immediate supervisor or designate who shall give her decision within five (5) days of receipt of the grievance.

Step #2

If the grievance is not satisfactorily resolved at Step #1, the employee may submit the written grievance to the Executive Director or her designate within five (5) days following the decision in Step #1.

A meeting will be held between the Employer and the grievance committee within ten (10) days of the referral. It is agreed that a staff representative of the Union may be present at the meeting and that the Employer may have such counsel and assistance as it may desire at the meeting. The Employer's decision will be delivered within five (5) days of the meeting.

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

9.04

A claim by a nurse who has completed her probationary period, that she has been unjustly discharged or suspended, shall be treated as a grievance if a written statement of such grievance is lodged by the nurse with the Employer at Step No. 2 within five (5) calendar days after the date the discharge or suspension is effected.

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

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

The Employer agrees to provide a probationary nurse with written reasons for her or his release within five (5) days of such release.

A claim by a probationary nurse that she has been unjustly released shall be treated as a grievance, provided the nurse is entitled to grieve, if a written statement of such grievance is lodged by the nurse with the Employer at Step 2 within five (5) days after the date the release is effective.

9.05

Where a number of nurses have identical grievances and each nurse would be entitled to grieve separately, they may present a group grievance in writing signed by each nurse who is grieving to management within ten (10) days after the circumstances giving rise to the grievance having occurred or ought to have come to the attention of the nurse(s). The grievance shall then be treated as being initiated at Step #2. And the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

- 9.06 A grievance arising between the Employer and the Union concerning the interpretation, application, administration or alleged violation of this Collective Agreement may be submitted in writing at Step #2 within ten (10) days following the circumstances giving rise to the grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting a nurse or nurses which such nurse(s) could have herself instituted and the regular grievance procedure shall not be thereby bypassed.
- 9.07 Arbitration
- Failing settlement of the grievance under the foregoing procedure, such grievance may be submitted to arbitration. If no written request for arbitration is received within twenty (20) days after the decision under Step #2 is given, the grievance shall be deemed to have been abandoned.
- Where such a written request is postmarked within eighteen (18) days after the decision under Step #2, it will be deemed to have been received within the time limits.
- The party referring the matter to arbitration shall name a nominee at the same time.
- The recipient of the notice shall, within ten (10) days, inform the other party of the name of its nominee to the arbitration board. The two (2) nominees so selected shall, within fourteen (14) days of the nomination of the second of them, select a mutually acceptable third person who shall be the chairperson. If one (1) of them fails to name its nominee, or the two (2) nominees fail to agree upon a chairperson within the time limits, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.
- 9.08 No matter may be submitted to arbitration that has not been properly carried through all requisite steps of the grievance and arbitration procedure.
- 9.09 Each party shall pay its own expenses including those for its nominee and witnesses and the fees and expenses of the chairperson shall be borne equally by the parties.
- 9.10 The Arbitration Board shall not be empowered to alter, modify, add to or amend any part of this Collective Agreement, or to make any decision which is inconsistent with the provisions of this Collective Agreement.
- 9.11 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle a grievance.
- 9.12 The time limits and procedures set out in the Grievance and Arbitration provisions herein are mandatory and failure to comply with such time limits and/or procedures except by the written agreement of the parties shall result in the grievance being deemed to have been abandoned.
- 9.13 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority the decision of the chairperson, will be final and binding upon the parties hereto and the nurse or nurses concerned.

- 9.14 Wherever arbitration board is referred to in this Collective Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the arbitration board at the time of reference to arbitration and the other provisions referring to arbitration board shall appropriately apply.
- 9.15 All agreements under the grievance procedure between the representatives of the Employer, and the representatives of the Union will be final and binding upon the Employer, the Union and the nurse(s).

## **ARTICLE 10 - SENIORITY**

- 10.01 Job Security
- (a) Seniority for full-time nurses shall be defined as length of service with the Employer since date of last hire. A full-time year is 1950 paid hours.
- (b) Seniority for part-time and casual nurses shall be based on hours worked since date of last hire.
- It is recognized that fifteen hundred (1500) hours worked equals one year of full-time service.
- 10.02 The probationary period for full-time nurses shall be four hundred and fifty (450) hours. The probationary period for part-time and casual nurses shall be four hundred and fifty (450) hours worked or six (6) months, whichever comes first. With the written consent of the nurse, Labour Relations Officer and the Site Executive Director or designate, the probationary period may be extended for a further three (3) months for a full-time nurse, and a further two hundred and twenty five (225) nursing hours for a part-time nurse. If accepted for permanent employment, her seniority shall commence from the date of her employment.
- Where the Employer requests an extension of the probationary period, it will provide notice to the Union at least seven (7) calendar days prior to the expected date of expiration of the initial probationary period.
- 10.03 A nurse who transfers from full-time to part-time status or to casual status or vice versa and a nurse who transfers from part-time to casual status or vice versa shall not be required to serve a probationary period where she has previously completed a probationary period. Where no such probationary period has been served, the number of hours worked immediately preceding the transfer shall be credited towards the probationary period.
- 10.04 The Employer will keep up-to-date one seniority list for full-time, part-time and casual nurses and supply copies of the current lists to the Union twice a year, in the months of January and July, and prior to any layoff.
- The Employer will also post these lists in a conspicuous place at the time they are forwarded to the Union.
- 10.05 Seniority shall be retained and accumulated when a nurse is absent from work under the following conditions:

- (a) On an approved leave of absence with pay;
- (b) When on an approved leave of absence without pay not exceeding thirty (30) continuous calendar days;
- (c) When in receipt of sick leave pay; including the Employment Insurance portion and Long Term Disability
- (d) When in receipt of Workplace Safety and Insurance Board benefits for an injury sustained while in the employ of the VON;
- (e) When on pregnancy/parental/adoption leave in accordance with the *Employment Standards Act*.

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

- (a) When on an approved leave of absence without pay, exceeding thirty (30) continuous calendar days;
- (b) When on layoff of up to thirty (30) months;
- (c) When absent on account of accident or illness non-VON work related and not in receipt of sick leave credits.

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

- (a) Retirement;
- (b) Resignation;
- (c) Discharge which is not overturned by the grievance/arbitration procedure;
- (d) Laid off for more than twenty-four (24) months;
- (e) Fails, upon being notified of a recall, to signify her intention to return within five (5) calendar days after she has received her notice of recall mailed by registered mail to the last known address according to the records of the Employer and fails to report to work within seven (7) calendar days after she has received the notice of recall or such further period of time as may be agreed upon by the employee and Employer; and
- (f) Fails to report to work as scheduled at the end of leave of absence, vacation or suspension unless there is a reasonable explanation given to the Employer, or utilizes a leave of absence for purposes other than that for which the leave was granted.

10.08 A nurse's full seniority and service shall be retained by the nurse in the event that she is reclassified from full-time to part-time or vice versa, full time to casual or vice versa or in the event she moves from casual to part-time or vice versa.

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

#### 10.09 Positions Outside the Bargaining Unit

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

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

A nurse who takes a position outside of the bargaining unit for a period in excess of one (1) year will lose all seniority held at the time of transfer. In the event the nurse returns to a position in the bargaining unit, her seniority will accrue from the date of her return to the bargaining unit.

#### 10.10 Protection of Bargaining Unit Work

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

The Employer shall endeavour not to contract any work normally performed by the members of the bargaining unit and shall not do so without prior consultation and discussion with the Union's Labour Relations Officer for the life of this Agreement.

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

#### 10.11 Layoff and Recall

The parties may agree to a procedure for layoff and recall that is different than the procedure provided herein.

- (a) Where there is a reduction in the workload resulting in a surplus of nurses, the Employer shall lay off nurses in reverse order of seniority within the team. Subject to the above, probationary nurses shall be first laid off.

Full-time and part-time layoff and recall rights shall be separate.

- (b) Temporary layoff will be defined as a layoff of not more than thirteen weeks which is required due to a reduction of the workload. When such layoff is required, the Employer will endeavour to provide the Union and the staff affected with at least thirty (30) calendar days advance notice. The Employer and the Union will meet to discuss the reasons for the layoff.

- (c) A nurse who has been notified of a temporary layoff may:

- i) Accept the layoff; or
- ii) Opt to retire if eligible under the terms of the VON Pension Plan; or
- iii) Elect to transfer to a vacant position, provided she is qualified and able to perform the available work; or
- iv) Displace the least senior nurse in the bargaining unit whose work she is qualified and able to perform.

- (d) In the event of a layoff of a permanent or long-term nature, the Employer will provide any nurse affected by such a layoff with notice, or payment in lieu thereof, in accordance with the *Employment Standards Act*.

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

- i) provide the Union with no less than thirty (30) calendar days notice of such layoff and;
- ii) meet with the Association to review the following:
  - A) the reasons causing the layoff;
  - B) the service which the Employer will undertake after the layoff;
  - C) method of implementation including the areas of cutback and the nurses to be laid off; and,
  - D) any other alternatives.

- (f) A nurse who has been notified of a permanent layoff may:

- i) Accept the layoff; or
- ii) Opt to retire if eligible under the terms of the VON Pension Plan; or

- iii) Elect to transfer to a vacant position provided she is qualified and able to perform the available work; or
  - iv) Displace the least senior nurse in the bargaining unit, provided she is qualified and can perform the duties of the nurse she displaces.
- (g) In the case of a temporary or permanent layoff, a nurse shall indicate her decision as to which option she is selecting within ten (10) calendar days of notification.
- (h) In this Article, a "vacant position" shall mean a position for which the posting process has been completed and no successful applicant has been appointed.
- (i) No new nurse will be hired until all nurses who retain the right to be recalled have been given an opportunity to return to work.
- (j) Casual part-time nurses shall not be utilized while full-time or part-time nurses remain on layoff unless the provisions of Article 10.14 have been complied with.

10.12 When an Employee who has no seniority or bumping options accepts a long-term layoff, she shall be entitled to receive severance pay in accordance with the *Employment Standards Act*.

Cautionary Note: If you have the seniority to bump someone and choose instead to take the layoff, you will have disqualified yourself from Employment Insurance payments according to their rules.

10.13 After a layoff, if there is a vacancy in the site, then such vacancy shall be posted. At the time of layoff, a nurse shall indicate her interest in being considered for any vacancies through the transfer system of Article 11.06.

10.14 No reduction in the regular scheduled hours of work shall take place to prevent or reduce the impact of layoff unless agreed in writing between the parties.

- (a) Full-time and part-time nurses shall be recalled in order of seniority provided that a nurse recalled is qualified and able to perform the available work.
- (b) Full-time and part-time layoff and recall rights shall be separate.
- (c) Full-time and part-time nurses on layoff may notify the Employer of their interest in accepting occasional vacancies and/or temporary vacancies which may arise and for which they are qualified and able to perform. Laid off employees who wish to be considered for casual hours shall be assigned casual hours providing the standards of continuity can be maintained.
- (d) A full-time employee receiving work under this provision [10.14(c)] will receive the benefits applicable to part-time/casual employees, i.e., (percentage in lieu) as long as the full-time nurse is not getting her benefit premiums paid by the Employer for the period in question.



- (e) Before any layoff occurs, early retirement incentive may be offered by the Employer.
- 10.15
- (a) Nurses shall be recalled in order of seniority, provided they are qualified and able to perform the available work unless otherwise agreed between the Employer and the Union.
  - (b) A nurse on layoff will be given job opportunities (e.g., casual, temporary or posted vacancies) before any new nurses from outside the site are hired into that category. The nurse may choose to refuse an offer of temporary or casual work and remain on layoff status.
    - i) Seniority accumulated through temporary or casual work while on layoff, shall not be added to pre-layoff seniority for the purposes of 10.13.
    - ii) Seniority accumulated through temporary or casual work while on layoff, shall be added to pre-layoff seniority upon recall.
  - (c) No new nurse will be hired when there is a nurse(s) on layoff who is qualified and willing to perform the available work.

#### **ARTICLE 11 – JOB POSTINGS**

- 11.01 In the case of all vacancies and new positions in the bargaining unit, the Employer will post notice of such vacancy for seven (7) calendar days prior to filling the position, in order that any interested nurse may apply. A copy of the posting will be provided to the Bargaining Unit President at the time of posting. If no qualified nurse applies, then the Employer may hire a new nurse from outside the Bargaining Unit. The name of the successful applicant shall be posted by the Employer.
- 11.02 Nurses from within the bargaining unit shall be given the first opportunity to fill temporary vacancies. The Employer will outline the conditions and duration of such vacancies. Such temporary vacancy shall not exceed the time required to complete the specific circumstances which gave rise to the temporary vacancy.
- 11.03 The Employer shall not be required to post vacancies of less than sixty (60) days that can be covered in accordance with the scheduling provisions in Article 14.
- 11.04 In assessing applicants for vacancies or new positions, the following factors shall be considered:
- (a) skill, ability, experience and qualifications; and
  - (b) seniority.

When factors in (a) are relatively equal, (b) shall govern. The Employer shall not administer this provision in an arbitrary fashion.

- 11.05 A nurse may make written request for transfer to another region, team or area within the site. Requests for transfer will be maintained by the Employer. Any such request shall be considered as an application for any job postings in the requested region, team or area.
- 11.06 No transfer for more than seven (7) calendar days, to another region, team or area will take place without the nurse's agreement.
- 11.07 A copy of all job postings will be available to the Local Association at the time of posting.

## **ARTICLE 12 - LEAVES OF ABSENCE**

- 12.01 Leave of absence without pay may be granted at the discretion of the Employer for education or personal reasons. Except in unusual circumstances, a leave of absence, other than for educational purposes, will not be granted until one (1) year's continuous service has been completed. Such leaves shall not be unreasonably withheld.
- 12.02 All leaves of absence without pay of more than one (1) month shall be without accumulation of seniority, vacation, sick leave, or any benefits under this Agreement. If a nurse wishes to remain in the group health insurance plan during her leave, she may do so by prepaying full premiums which includes both the employee and Employer portions, to avoid the transfer out and in, subject to the approval of the carrier.
- 12.03 Leave for Association Business
- Subject to operational requirements, leave of absence without pay to attend Association business will be granted. The total of such days shall not exceed thirty (30) days per annum and no more than two (2) nurses shall be absent from duty at any one time. During such leave of absence the nurses' salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits. The Employer shall respond to requests for Union leave within three business days of the receipt of the request. Requests for leave will be made with as much notice as possible.
- 12.04 Leave - ONA Provincial Board of Directors or Local Coordinator
- A nurse who is elected to the Board of Directors or Local Coordinator of the Ontario Nurses' Association, other than the office of President, shall be granted leave of absence without pay. Nurses shall continue to accrue seniority and service during such leave of absence. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer, and the Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits. Request for such leave shall be made one (1) month in advance of commencement of the leave.

12.05 Leave - ONA Provincial President

A nurse elected to the Office of President of the Ontario Nurses' Association shall receive a leave of absence. The nurse shall continue to accrue seniority and service during her absence. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer the amount of the full cost of such salary and applicable benefits. The nurse agrees to notify the Employer of her intention to return to work at least four (4) weeks prior to the date of return. Request for such leave shall be made one (1) month in advance of commencement of the leave.

12.06 Special Projects

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

12.07 Professional and Education Leave

- (a) Nurses may be granted leave(s) of absence with or without pay to attend workshops, seminars and short courses, which may be deemed beneficial to the nurse's professional development especially as it relates to her responsibilities. Such leave is granted at the discretion of the Employer. The Employer will endeavour to grant such approved leaves as equitably as possible from amongst the bargaining unit members who apply.
- (b) Professional leave without pay may be granted to nurses who are elected or appointed to the College of Nurses of Ontario or the Registered Nurses' Association of Ontario to attend their regularly scheduled meetings.
- (c) Nurses involved in the organizing, preparing and presenting of in-service programmes at the Site, and outside the Site, on behalf of the employer, may be paid for some or all such hours involved, at their regular rate of pay as submitted by the nurse.

12.08 Jury/Witness Duty

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

12.09 Bereavement Leave

Following a death in the nurse's immediate family, she shall be granted up to three (3) days off plus two (2) days for travelling if required. A member of her immediate family shall mean: brother, sister, spouse, child, mother, father, grandparent, grandchild, aunt, uncle, grandparent-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-parent, step-child, common-law spouse, same sex partner, legal guardian, fiancé. The nurse shall receive her regular pay for each scheduled day of work missed to a maximum of three (3) days within the period which extends from the date of the death up to and including the day following interment, or three (3) calendar days following the death, whichever is greater.

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

12.10 Pregnancy/Parental Leave

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

- (a) The service requirement for eligibility for pregnancy/parental leave shall be thirteen (13) weeks.
- (b) The nurse shall give written notification which shall include the expected date of return and a certificate from a legally qualified medical practitioner at least two (2) weeks in advance of the date of commencement of such leave. This notice will be waived in the event of pregnancy complications, premature birth or the sudden coming into care of an adopted child.
- (c) The nurse has the right to return to her former position, if it still exists, or to a comparable position, if it does not.
- (d) The nurse shall be granted seventeen (17) weeks pregnancy leave and thirty-five (35) weeks of parental leave. Natural mothers, if they take parental leave, must take it at the end of the pregnancy leave, or such time as the child comes into her care, but not more than fifty-two (52) weeks after the child is born or comes into care.

An adoptive parent or the father of a child is entitled to a parental leave of thirty-seven (37) weeks, inclusive of the two (2) week E.I. waiting period.

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

- (h) A nurse shall have the right to a personal leave of absence without pay to commence immediately following a parental/ pregnancy/adoption leave of absence, provided the sum of all such leaves of absence do not exceed twelve continuous months per pregnancy/adoption.
- (i) The nurse agrees to notify the Employer of her confirmation of return to work at least four (4) weeks prior to the date of return.

## 12.11

Prepaid Leave

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

- (a) The plan is available to nurses wishing to spread four (4) year's salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.

Alternate time frames will be discussed at an employee's request.

- (b) The nurse must make written application to the Executive Director or her Designate at least six (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of leave.
- (c) Written applications will be reviewed by the Executive Director or her Designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority. A written approval or denial with explanation will be forwarded to the applicant within four (4) weeks of the application.
- (d) The number of nurses that may be absent at any one time shall not exceed one (1) staff. The year, for purposes of the program, shall be September 1<sup>st</sup> of the year to August 31<sup>st</sup> of the following year, or such other twelve (12) month period as may be agreed upon by the nurse, the Local Union and the Employer.
- (e) During the four (4) years of salary deferral, 20% of the nurse's gross earnings will be deducted and held for the nurse and will not be accessible to her until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the nurse.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral and the Employee shall pay the required premiums. The Employee may apply for a continuance of benefits for the year of leave and must pay both

portions through the site (i.e., Employer and Employee portions) during the year of leave. The continuance of benefits must be approved by the benefits carrier.

- (i) Participating employees must continue to contribute to the pension plan based on their full salary (i.e., regular basic pay before the salary hold back) during the four (4) years of salary deferral. During the year of leave, the employee's pension will be held in suspense, i.e., no contributions can be made.
- (j) Full-time nurses will not be eligible to participate in the long-term disability plan during the year of leave.
- (k) During the year of leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave.
- (l) A nurse may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given to the Executive Director or her Designate. Deferred salary, plus accrued interest, if any, will be returned to the nurse, within a reasonable period of time.
- (m) If the nurse terminates employment, the deferred salary held by the Employer, plus accrued interest, if any, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.
- (n) The Employer will endeavour to find a temporary replacement for the nurse as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the nurse as much notice as is reasonably possible. The nurse will have the option of remaining in the plan and rearranging the leave at a mutually agreeable time, or of withdrawing from the plan and having the deferred salary, plus accrued interest, if any, paid out to her within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (o) The nurse will be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.
- (p) Final approval for entry into the prepaid 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 prepaid leave program in accordance with Article 12.11 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 prepaid leave program will be appended to and form part of the written Agreement.

12.12 Family Medical Leave

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

**ARTICLE 13 - EMPLOYEE FILES**

- 13.01 All forms of discipline, including verbal warnings, shall be followed up in writing and copied to the nurse within ten (10) days. Any letter of reprimand, suspension or other sanction including counselling letters will be removed from the record of a nurse eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such nurse's record has been discipline free for the immediately preceding twelve (12) months during which she has worked.
- 13.02 When any type of evaluation, performance appraisal, progress report or assessment related to job performance, nursing practise or other employment related matters with respect to any nurse, such nurse shall be given an opportunity to sign the document, indicate any areas of disagreement and shall also be provided with a copy of the document. Upon request, a nurse may review her file in the presence of her supervisor or designate with advance notice to the Employer.

**ARTICLE 14 - HOURS OF WORK**

- 14.01 The following provisions are intended to designate normal hours of work on a daily tour and normal hours of work over the nursing schedule and shall not be construed to be a guarantee of hours of work to be performed on each tour or during each work schedule. All provisions are subject to Article 15 on Caseload Management.
- (a) The normal daily tour shall average seven and one-half (7½) hours, exclusive of an unpaid one-half (1/2) hour meal period. Nurses shall be entitled to two (2) fifteen (15) minute paid breaks during the seven and one-half (7 ½) hour tour.

Where a nurse notifies, prior to and has approval from, her supervisor that she has been or will be unable to take the normal lunch break due to the requirement of providing patient care, such nurse shall be paid time and one half (1 1/2) her regular straight time hourly rate for all time worked in excess of her normal daily hours.

- (b) The normal hours of work shall average seventy-five (75) hours per two (2) week period.
- (c)
  - (i) Any nurse may choose to flex the start time and length of tour to accommodate the needs of the caseload, providing the hours worked do not exceed the normal hours of work in two (2) pay periods (four (4) weeks). If a nurse is unable to balance the flexed hours within the two pay periods she may, with the approval of her immediate supervisor, carry the hours forward in accordance with 14.01 (c) ii).
  - (ii) Accumulated flex time hours will not be considered overtime and will not be accumulated at overtime rates. Such hours may be taken as time off, subject to the approval of the nurse's immediate supervisor and subject to operational requirements. A nurse may not accumulate more than 37.5 hours of flex time. Accumulated flex time is to be taken as time off only.
- (d) It is recommended that a nurse schedule a rest period at the approximate midpoint of her tour.

#### 14.02 General Guidelines

"Self-scheduling" refers to the nurses submitting their availability for a schedule.

All schedules will adhere to the following guidelines:

- (a) A nurse will normally work on a specific team.
- (b) Nurses will be scheduled with sufficient staffing complement to meet the caseload needs of each team as provided by the Employer. Scheduling shall include weekend and on-call assignments. If required, meetings of the team to complete the staffing schedule may be scheduled for up to 1 hour every six weeks.
  - i) The summer schedule will cover a twelve (12) week period. If required, staff will be provided with two (2) hours paid time to complete summer schedule.
- (c) Once the staffing schedule which covers a six (6) week period is completed by the team members, it will be submitted to the Employer for review and when approved, posted a minimum of one (1) month in advance. If the schedule has gaps when submitted, the Employer will advise the nurses of shifts to be filled. If gaps remain, the Employer may move staff in reverse order of seniority to eliminate the gaps.
- (d) A nurse shall not be scheduled to work more than seven (7) consecutive tours, unless mutually agreed between the employee and the Employer.
- (e) The approved posted schedule shall provide a minimum of sixteen (16) hours off between scheduled tours, unless mutually agreed.



- (f) Each nurse shall provide on call coverage. Such coverage shall be rotated through staff on an equitable basis. It is understood that on-call is from 1630 hours to the following 0830 hours.
- (g) A nurse's scheduled tours on a posted work schedule shall not be changed by the Employer without twenty-four (24) hours of notice without the nurse's consent. The Employer will not exercise this clause in an arbitrary manner.
  - i) any such notice will be given personally to the nurse where possible, but where the nurse cannot be contacted, the notice will be placed on her voice mail or pager (where applicable) or left with the answering service.
  - ii) Where less than twelve (12) hours notice is given to the nurse, she shall receive four (4) hours' pay at her regular straight time hourly rate.
- (h) An exchange of tours between Registered Nurses after the schedule has been posted must be submitted in writing to the Manager. It is understood that such requests shall not result in any premium payment and will not be unreasonably denied.

For clarity, premium payment as referenced in this clause refers to overtime premium.

- (i) Nurses shall attempt to cover any requests for time off and/or on-call assignments themselves. If unable, a nurse will submit the request in writing to her Manager as far in advance of the request as possible. Requests will be considered at the discretion of the Employer and will not be arbitrarily denied.
- (j) Designated holidays shall be equitably distributed among the nurses in the bargaining unit.
- (k) The daily and weekly hours of work for part-time nurses may vary from day to day and week to week. The normal hours of work on a daily tour and the normal hours of work over the nursing schedule shall not be construed to be a guarantee of hours of work to be performed on each tour by a part-time nurse.
- (l) A part-time nurse will be scheduled to work three (3) tours per week. A part-time nurse will also indicate the other tours on which she is available to work and shall be prepared to work should the need arise, unless the nurse provides twenty-four (24) hours' advance notice that she is no longer available.
- (m) A part-time nurse may be hired to do primarily weekend work. This may include a paid holiday attached to a weekend. Such nurses will not be eligible for weekend premium payment.
- (n) Part-time nurses shall make themselves available for up to five (5) tours over Christmas or New Year's and shall self-schedule themselves accordingly if required.

- (o) It is understood that casual nurses do not have normal hours of work and may elect to work or not to work when requested.
- (p) A casual nurse may be scheduled to be on-call during a weekend on which she works if required.
- (q) There shall be no split tours scheduled by the Employer unless mutually agreed.

## 14.03

Weekend Work

- (a) Subject to changes in staff levels and caseloads, full-time and part-time nurses will self-schedule to work an average of one (1) weekend in three (3) on the posted six (6) week schedule.
- (b) A "weekend" shall be defined as at least sixty-three and one-half (63 ½) hours off, commencing at 1630 hours on Friday and ending at 0800 hours on Monday.
- (c) A nurse who is scheduled to work a weekend will be available for on-call from 1630 Friday to 0830 Monday.

## 14.04

Changes in Caseload

- (a) In the event that additional work becomes available after the schedule has been posted, the work shall be offered by seniority as follows:
  - i) to part-time nurses within the team who have been cancelled;
  - ii) to part-time nurses within the team who are not scheduled but have indicated their availability;
  - iii) to part-time nurses from another team who have provided availability;
  - iv) to casual nurses assigned to the team;
  - v) to casual nurses from another team.
- (b) When a nurse determines that her caseload for the day will increase her workday to more than seven and one-half (7 ½) hours, she will call the Client Service Manager or her designate, as soon as possible for client re-assignment and /or authorization to continue.
- (c) Nurses whose caseload will be less than a full day's work shall contact the office in order to be advised if any additional clients need to be assigned. They shall also call in when they have completed their assignment for the same purpose. If there are no additional assignments at the time of the last call, the nurse's shift shall be considered finished.
- (d) In the event that a scheduled nurse must be cancelled, the following procedure will be followed:

- i) casual nurse by seniority;
- ii) part-time nurse who has been scheduled as an extra;
- iii) least senior scheduled part-time nurse in the team;
- iv) least senior scheduled part-time nurse in the site;
- v) least senior scheduled full-time in the team.

#### 14.05 Christmas/New Year's

- (a) In order to accommodate the Christmas/New Year's scheduling, normal scheduling provisions in regards to the number of weekends scheduled shall not operate during the period of December 15 to first weekend after New Year's.
- (b) A nurse shall not be required to work both Christmas and New Year's unless otherwise agreed.
- (c) A nurse who works Christmas shall be scheduled to be off for at least four (4) consecutive days over New Year's and vice versa. Such days shall be provided through a combination of designated holidays and regularly scheduled days off, mutually agreed between the nurse and the Employer. Nurses can endeavour to arrange five (5) consecutive days off through the self-scheduling process where possible.
- (d) Christmas time shall include Christmas Day and Boxing Day.
- (e) New Year's time shall include New Year's Day.
- (f) If staffing levels permit, nurses may self-schedule both Christmas and New Year's periods off work on a rotational basis, according to seniority.

#### 14.06 Job Sharing

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

- (a) Job-sharing requests with regard to full-time positions shall be considered on an individual basis, and the Employer shall reserve the right to determine the appropriateness of such arrangements, including the number of job-shared positions after discussions with the Union at the Union-Management Committee.
- (b) Any incumbent full-time nurse wishing to share her position may do so without having her half (1/2) of the position posted. The other half (1/2) of the job sharing position will be posted and selection will be in accordance with the collective agreement.
- (c) Save and except as provided for herein, all job-sharers shall be treated as part-time employees and shall receive percentage in lieu of benefits.

- (d) If one (1) of the job sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining nurse will have the option of continuing the full-time position or reverting to a part-time position for which she is qualified. If she does not continue full-time, the position must be posted in accordance with the collective agreement.
- (e) Posted schedules for the job-sharers shall be based on the schedules that would apply to a full-time nurse holding that position. Such schedule shall conform with the scheduling provisions for full-time. Each nurse would be expected to work an average of one weekend in six.
- (f) Total hours worked by the two job-sharers shall be equal to one full-time position. The division of these hours over the schedule shall be determined by mutual agreement between the two nurses and the immediate Supervisor. This does not exclude the nurses from opportunities for extra available work.
- (g) Each job-sharer may exchange shifts with her partner, as well as with other nurses in accordance with the Collective Agreement, provided such exchange creates no additional labour cost to the Employer and meets continuity requirements.
- (h) It is expected that both job sharers will cover each other's absences including incidental illnesses and vacation. If, because of unavoidable circumstances, one cannot cover the other, the Supervisor must be notified to book coverage. Job sharers are not required to cover for their partners in the case or prolonged or extended absences, but may be offered the opportunity to do so.
- (i) Job-sharers will not be required to work in total more paid holidays than would one full-time nurse, unless mutually agreed otherwise. Job-sharers will have the right to determine which partner works the scheduled holidays.
- (j) Either party may discontinue the arrangement with one month's written notice and the employees shall revert to their former status without posting, if such positions are still available.

## **ARTICLE 15 - CASELOAD MANAGEMENT**

15.01 Caseload management continues to be implemented using geographic teams.

### 15.02 Daily Assignment of Work

- (a)
  - i) The Caseload Planner generates the team planning sheets and distributes to the Team Leader.
  - ii) Daily work assignments are the responsibility of the Team Leader. Continuity of care for the clients shall be considered when determining client assignments.

- iii) If the nurse assigned the specific caseload recommends any caseload or assignment change based on valid clinical reasons, she will notify the Team Leader, caseload planner or receptionist, as appropriate, that a change is required or has been implemented.

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

- (b) The full-time nurse(s) assigned to a team will have first priority for Registered Nurse work assignment within the team. Where there is work which cannot be done by the full-time nurse, the work shall be assigned to other nurses in the following order:
  - i) Another full-time nurse within the team, who does not have sufficient work.
  - ii) A scheduled part-time nurse within the team, in descending order of seniority.
  - iii) The most senior scheduled part-time nurse in any team, in descending order of seniority.
  - iv) The non-scheduled part-time nurse within the team who has indicated availability.
  - v) If there is no full-time or part-time nurse available, the work may be offered to a casual nurse.

#### 15.03 District Assignments

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

### **ARTICLE 16 – PAID HOLIDAYS**

16.01 The following holidays will be recognized as paid holidays:

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

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

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

- 16.02 (a) An "eligible employee" as used in this Article is one who works as scheduled or assigned both on her last scheduled working day prior to, and her first scheduled working day following the holiday, except when absent due to verified illness or other approved absence.
- (b) An eligible full-time employee who is not required to work on one of the above-mentioned holidays shall suffer no deduction in her salary by reason of the occurrence of the said holiday.
- (c) A part-time nurse who is not required to work on one of the above-mentioned holidays shall be entitled to be paid for same on a "pro-rata" basis. The "pro-rata" amount shall be calculated per the *Employment Standards Act*.
- (d) Holiday pay will be computed on the basis of the nurse's regular rate of pay.
- 16.03 Where possible a nurse shall not be required to work any of the designated foregoing holidays, unless the holiday falls within or is adjacent to a weekend on which the nurse is scheduled to work. Holidays will be self-scheduled on an equitable basis.
- 16.04 In the event that a full time nurse works on any of the foregoing designated holidays she shall be paid at the rate of one and one half (1 ½) times her regular straight time rate of pay for all hours worked on such holiday. In addition she will receive a lieu day off with pay in the amount of her regular straight time hourly rate of pay times the number of hours in a normal daily tour.
- A part-time nurse shall be paid at the rate of time and one half her regular straight time hourly rate for all hours worked on the recognized holidays, in addition to her "pro-rata" wages.
- 16.05 Where a holiday falls during a full-time nurse's scheduled vacation period, her vacation shall be extended by one day unless mutually agreed to schedule a different day off with pay. Where a holiday falls on a full-time nurse's scheduled day off, an additional day off with pay will be scheduled.

## **ARTICLE 17 - VACATIONS**

- 17.01 A full-time nurse shall be granted vacation with pay as follows:
- (a) less than one (1) year of full time continuous employment - one point two five (1.25) days per month of full time continuous employment;
- (b) one (1) or more years but less than three (3) years of full time continuous employment – three (3) weeks;
- (c) three (3) or more years but less than fifteen (15) years of full time continuous employment – four (4) weeks;

- (d) fifteen (15) but less than twenty (20) years of full time continuous employment – five (5) weeks.
- (e) Twenty (20) or more years of full time continuous employment – six (6) weeks.

17.02 (a) Part-time and casual nurses shall be entitled to vacation pay based on the applicable percentage provided in accordance with the vacation entitlement of full time nurses, on their gross earnings, to be paid on each pay, as follows:

3 week entitlement	- 6%
4 week entitlement	- 8%
5 week entitlement	- 10%
6 week entitlement	- 12%

Part-time and casual nurses who are employed as at November 11, 2009 and who are currently receiving 7% vacation pay, shall remain at that rate until their entitlement increases to 8% in accordance with this Article.

- (b) Part-time nurses may take time off without pay in accordance with full-time entitlements, on a pro-rated basis.

17.03 For the purpose of vacation entitlement, service for those nurses whose status is changed from part-time or casual to full-time or vice versa shall mean the combined service as a part-time, casual, and full-time nurse accumulated on a continuous basis. For the purpose of this article, fifteen hundred (1500) hours of part-time service shall equal one (1) year of full-time service. Any time worked in excess of an equivalent shall be prorated at the time of transfer.

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

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

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

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

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

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

## 17.06

Vacation Scheduling

- (a) The vacation quota shall not be unduly restrictive and shall only include members of the bargaining unit.
- (b) In the event of conflict amongst bargaining unit staff who have applied in accordance with this Article, seniority shall govern with respect to scheduling of vacations.
- (c) A week of vacation for full-time nurses shall be defined as seven (7) consecutive calendar days which includes five (5) vacation days and two (2) days off.
- (d) Vacation may commence on any day of the week except in July and August.
- (e) Single vacation days may be granted as long as it does not occur on a regular basis and does not interfere with others' vacation requests.
- (f) Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, or commences during the vacation period, the period of such illness shall be considered sick leave.

An acceptable physician note may be required.

- (g) Where a nurse's scheduled vacation is interrupted due to a bereavement, the nurse shall be entitled to bereavement leave according to Article 12.09. The portion of the employee's vacation which is deemed to be bereavement leave under this provision will not be counted against the employee's vacation credits.
- (h) A nurse may not change her authorized vacation time without a written request from the nurse and the prior approval of the Employer.
- (i) The parties agree that annual vacation is intended to be taken in total each year. If due to operational requirements a nurse is unable to take her entire vacation entitlement, it shall be paid out at the fiscal year end.
- (j) Vacation may not be carried over from one (1) fiscal year to the next, except that a maximum of five (5) days may be carried over, with the written permission of the Executive Director or her Designate.



**ARTICLE 18 – SICK LEAVE**

- 18.01 Full-time nurses will accumulate sick leave on the basis of one and one half (1½) working days for each month of service up to a maximum of one hundred and twenty (120) days.
- 18.02 (a) Sick leave credits will continue to accrue for all nurses during such time as the nurse may be absent on sick leave. Designated holidays and regular days off shall not form part of the illness period.
- (b) When a nurse is ill she shall receive her regular pay from these credits.
- 18.03 A nurse shall be entitled to an annual statement of her sick leave credit. This statement shall be given to the nurse on or before the end of April of each year of her employment.
- 18.04 If a physician's certificate is requested, the Employer shall pay any fee for such certificate which is not payable by the nurses' health insurance plan.
- 18.05 Where a medical examination is required, a nurse may choose her personal physician, unless the Employer has a specific objection to the physician selected. The Employer may recommend an alternate care provider.
- 18.06 The costs of any medical examination, re-examination, x-rays or immunization required by the Employer will be borne by the Employer if not covered by the nurse's insurance. This will include any charge levied for filling out forms required by the Employer.
- 18.07 Where applicable, a nurse who transfers from full-time to part-time status may have her unused sick leave credits restored to her, should she rejoin the full-time staff without a break in service.
- 18.08 Time off for medical and dental appointments may be granted at the discretion of the Executive Director or Designate and will be charged against the nurse's sick leave accumulation credits. Requests for such appointments will be submitted in writing as soon as practical. Such leave will not be unreasonably withheld.
- 18.09 A nurse may use available sick credits to care for dependants who are ill to a maximum of three (3) days per year.
- A dependant is defined as a spouse, child, step-child, or parent residing in the nurse's home. This excludes a child who is older than twenty-one (21) years. A handicapped child residing in the nurse's home will be considered a dependant.
- 18.10 When a nurse transfers from another site of the Victorian Order of Nurses, the Employer will assume responsibility for any accumulated sick leave of such nurse to a maximum of one hundred and twenty (120) days.

18.11 Modified Work

- (a) The Employer will notify the Bargaining Unit President of the names of all nurses off work due to work-related injury (whether or not the nurses are in receipt of WSIB Benefits) and those on LTD by the 15<sup>th</sup> of each month.
- (b) A modified work program may be made available for nurses returning from illness or injury compensable under the *Workers' Compensation Act* or LTD.
- (c) The Employer will notify the Bargaining Unit President of the name of any nurse returning to work on a modified/light/alternate work program.
- (d) Within two (2) weeks of any nurse who has had an absence of four (4) weeks or more as a result of an injury or illness returning to work on a modified/light/ alternate work program, the Employer will notify and meet with a Staff Representative of the Ontario Nurses' Association and a member of the Local Executive to negotiate a back-to-work program for the nurse. With absences of less than four (4) weeks, if the parties are unable to agree on a back to work program, then the Staff Representative will be called in to assist. The unavailability of a Staff Representative of the Union shall not delay such meeting(s).
- (e) The Employer agrees to provide the nurse with a copy of the Workplace Safety & Insurance Board, Form 7, at the same time it is sent to the Board.

**ARTICLE 19 – PENSION AND GROUP BENEFITS**

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

- (a) All full-time nurses who are presently enrolled in the Employer's pension plan shall maintain their enrolment in the Plan. Full-time nurses employed, but not yet eligible for membership in the Plan, shall, as a condition of employment, enrol in the Plan when eligible.
- (b) Part-time and casual nurses may participate in the VON Canada Pension Plan and will be advised of such eligibility within thirty (30) days.

19.02 During the term of this Agreement, current benefits apply.

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

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

- (a) One hundred percent (100%) of the billed premium toward the coverage of eligible nurses in the active employ of VON under the Ontario Health Insurance Plan through the Employer Health Tax.
- (b) Life Insurance
  - i) one hundred percent (100%) of the billed premium of a group life insurance plan available to full-time nurses. The coverage will amount to two (2) times the nurse's annual salary and will include Accidental Death and Dismemberment coverage.
  - ii) A nurse may elect to purchase additional voluntary insurance for their spouse in accordance with the terms of the plan.
- (c) Extended Health  
Fifty percent (50%) of the billed premium toward coverage of eligible nurses in the active employ for the Extended Health Care Benefits as provided under the VON National Group Insurance Plan, provided the balance of the premium is paid by each nurse through payroll deduction.
- (d) Dental Plan  
Fifty percent (50%) of the billed premium toward coverage of eligible employees in the active employ of the Employer for dental benefits as provided under the VON Canada Flex Group Benefits Plan.
- (e) Long-term Disability  
Full-time nurses have access to the National Long-term Disability Plan, subject to its terms and conditions on the basis of one hundred (100%) employee paid premiums.

- 19.03 The Employer may substitute another carrier for any of the foregoing plans (other than OHIP) provided that the level of benefits conferred thereby are not decreased. The Employer will advise the Union of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.
- 19.04 The Employer shall provide each nurse with information booklets outlining the current provisions in the insured benefit plans set out above. Upon request, the Employer will make the plans available to the Union for inspection.
- 19.05 Benefit continuation for employees on pregnancy and parental leave or for those who are in receipt of Workplace Safety and Insurance Benefits will be provided in accordance with the provisions of the *Employment Standards Act* or the *Workplace Safety and Insurance Act*.
- 19.06 The total amount of the annual EI rebate for members will be directed towards the cost of the employee's enhanced benefits.

## **ARTICLE 20 - SKILLS DEVELOPMENT AND TRAINING**

- 20.01 The Employer and the Association recognize their joint responsibility and commitment to provide and participate in the professional development of staff.
- 20.02 In recognition of the importance of employees continuing professional development, the Employer will give special consideration to requests for special work arrangements to allow employees to pursue educational opportunities.
- 20.03 The parties may also attempt to negotiate with local educational institutions to provide specific courses and/or discounts to meet educational needs of nurses.
- 20.04 Nurses with special skills or training may be identified as peer resource person and nurses will be encouraged to make use of these resource persons.
- 20.05 Where new nursing skills are required, the initial training will be offered based upon the case load needs of the area and client requirements.
- 20.06 If a required skill is identified as a need to a specific client's care this skill will be taught to the core group on the team who will be responsible for providing care for that specific client. The cost of such training will be covered by the site. (This may include joint visits which must be pre-authorized by the Employer).
- If other nurses wish to participate in the training for their own interest, and if the Employer is able to accommodate, the cost will be the responsibility of those nurses.
- 20.07 It is expected that following initial training for needed and required skills, the nurse will have the responsibility for maintaining ongoing competence, by utilizing her skills in the workplace or attending in-services.
- 20.08 Technological Change
- When the Employer introduces new equipment, all staff required to use such equipment shall receive training and ongoing education in order to optimize maximum efficiency with the new equipment.
- Where computers are introduced into the workplace and nurses are required to utilize those computers in the course of their duties, the Employer agrees that necessary computer training will be provided at no cost to the nurses involved.
- 20.09 All in-service/education required by the Site shall carry with it payment for attendance to the nurses at their appropriate rate of pay.
- 20.10 Nurses shall be paid for all hours worked during orientation in the pay period subsequent to the orientation.
- 20.11 The Peer Feedback Process of the Quality Assurance Program Required by the College of Nurses of Ontario
- The above referenced Peer Feedback is confidential information which the nurse is expected to obtain, by requesting feedback from peer(s) of her or his choice, for

the sole purpose of meeting the requirements of the Quality Assurance Program required by the College of Nurses of Ontario. The parties recognize the importance of supporting the confidential nature of the Peer Feedback component of the Quality Assurance Program.

## **ARTICLE 21 – MISCELLANEOUS**

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

Where voice mail exists at the site and the system has the capacity to accommodate the amount and type of communication requested, the Employer will cooperate in the provision of access by the Union to the system by providing a mailbox for ONA, for the sole purpose of notification of members regarding Union-related matters. No nurse will be reprimanded for leaving a message on a nurse's or team's voice mail when such message pertains to notification regarding Union-related matters. The Union shall abide by the procedures established for the system. There shall be no additional cost to the site.

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

21.03 Pay will be deposited biweekly into the Employee's bank account by direct deposit, with a clarified, itemized statement of all deductions, premiums and changes in increment in a sealed envelope. Nurses leaving the employ of the Employer shall be paid all outstanding monies as above, on the next regularly scheduled pay period.

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

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

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

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

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

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

21.08 Moving from one Site to another Site

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

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

**ARTICLE 22 – OVERTIME AND PREMIUM PAYMENTS**

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

Overtime shall be subject to the following conditions:

- (a) Where a nurse works in excess of seven and one-half (7 ½) hours per tour or seventy-five (75) hours bi-weekly), this shall be considered overtime subject to premium payment.
- (b)
  - i) Notwithstanding the above and in accordance with 14.01 (d), nurses may choose to work longer than seven and one half (7½) hours per tour. Such choice shall not be considered overtime.
  - ii) Time up to and including fifteen (15) minutes shall not be counted.
- (c)
  - i) Where a nurse works overtime as set out above, the nurse shall be paid either one and one-half (1½) times the nurse's regular straight time hourly rate for the overtime worked, or compensatory time off (where applicable) at one and one-half (1½) times in lieu. The nurse will indicate in writing her choice of compensation for overtime worked or time off in lieu of payment on each overtime request form submitted. Overtime premium shall not be pyramided with any other premiums.
  - ii) A nurse may accumulate up to thirty-seven and one-half (37 1/2) hours of compensating time. Any time in excess of thirty-seven and one-half (37 1/2) hours that is not scheduled as time off in the following month will be paid out at the end of the current month.

22.02 Call-in/Call-back

- (a) A nurse shall receive payment of two dollars and fifty cents (\$2.50) for each hour when she is on standby/on-call.

- (b) A nurse who is called into work from on-call shall receive compensating time at the rate of time and one-half (1½) for all hours worked with a minimum guarantee of the equivalent of three (3) hours' pay at the straight time in addition on-call pay.

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

- (c) A nurse who is not assigned to be on-call and who has completed her regularly scheduled tour and is called back to work shall receive time and half (1½) her regular straight time hourly rate for all hours worked with a minimum guarantee of the equivalent of three (3) hours' pay at straight time. Such payment is to be calculated from the time the nurse leaves her residence or location where call was received, until the time she returns from her assignment.
- (d) The parties agree that business is commenced as it relates to telephone calls during standby as follows:
- i) The Employer will pay for all time spent on telephone calls by a nurse on on-call at the nurse's straight time hourly rate.
  - ii) Such telephone calls will not be considered call-in or call-back nor be used to calculate hours of work earned toward overtime in the day/pay-period.
  - iii) The parties agree that a nurse shall not initiate telephone calls with clients during standby duty where such telephone calls can be made outside standby duty without compromising patient care.

#### 22.03 Weekend Premium

When a nurse is assigned to work between 1630 hours Friday and 0800 hours Monday, she shall be paid a premium of one dollar (\$1.00) per hour. The weekend premium is not payable for hours for which the nurse is being paid at a premium rate.

#### 22.04 Reporting Pay

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

#### 22.05 Responsibility Pay

Where the Employer assigns a nurse to temporarily carry out the assigned responsibilities of a higher classification (whether or not such classification is included in the bargaining unit) for a period of one hour or more, at times when the incumbent in any such classification would otherwise be working, the nurse shall be paid a premium of one dollar (\$1.00) per hour for such duty in addition to her regular salary.

## **ARTICLE 23 – TRANSPORTATION ALLOWANCE**

- 23.01 Effective the beginning of the first full pay period following the date of ratification, the kilometre rate will be the VON Corporate Rate (not less than forty-two cents \$0.42). Mileage will be paid for all kilometres driven by a nurse as follows.
- (a) Mileage counts will begin on:
    - i) arrival at the first client, or
    - ii) arrival at the office
  - (b) Mileage counts end at:
    - i) last visit, or
    - ii) office
  - (c) Where the nurse makes a visit to a single patient while on on-call, kilometreage shall be paid from the nurse's home to the visit site and return to the nurse's home.
  - (d) Where a nurse is reassigned to another office on a temporary basis and such reassignment results in a nurse having to travel a greater distance than to and from her normal office, she shall be paid the travel allowance for the additional kilometres she is required to travel.

## **ARTICLE 24 - COMPENSATION**

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

### 24.02 Previous Experience Credit

For the purposes of initial placement of a newly hired full-time or part-time or casual nurse on the wage grid, such nurse shall make a claim in writing for recognition of recent related nursing experience at the time of application for employment. The nurse shall co-operate with the Employer by providing verification of such experience in writing from previous Employers during the probationary period. No credit shall be given where the nurse has not been actively nursing within the immediately preceding last three years. The Employer shall assess the applicability of the previous experience during the nurse's probationary period and shall place the nurse at an appropriate level on the wage grid to be effective upon date of hire. Such placement shall be on the basis of one (1) increment for each year of nursing experience and up to the maximum of the salary schedule.

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



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

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

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

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

24.07 Percentage in Lieu

In lieu of the benefits set out in Article 19, part-time and casual part-time nurses shall receive eight percent (8%) of their regular straight time hourly rate. Such amount shall not be included in the base used for the purpose of calculating any premiums nor shall it be paid on any overtime or premium hours worked. Any nurse that is eligible and elects to join the benefit plan described in Article 19.02 will have the percentage in lieu decreased by 2%. Any nurse that is eligible and elects to join the VON Pension Plan as described in Article 19.01 will have the percentage in lieu decreased by 2%.

24.08 If a nurse is scheduled to work and is unable to report to work, or must leave work early due to adverse weather conditions, the employee shall be paid for such lost wages up to seven and one-half (7 ½) hours per year.

24.09 A nurse who is on a scheduled day off and who is asked by her manager or designate and accepts an assignment due to a co-worker's inability to visit a client due to unforeseen circumstances, including but not limited to weather conditions, sick calls, etc., will be paid a minimum of two (2) hours' pay, or the actual time required for travel to and from the visit and completion of the visit, whichever is greater.

## **ARTICLE 25 - PROFESSIONAL RESPONSIBILITY**

25.01 In the event that the Employer assigns a number of patients or a workload to an individual nurse or group of nurses such that she or they have cause to believe that she or they are being asked to perform more work than is consistent with proper patient care, she or they may refer the matter in writing to the Union

Management Committee within thirty (30) calendar days. The Chairman of the Union Management Committee shall convene a meeting of the Union Management Committee within ten (10) calendar days of the referral. The Committee shall discuss and attempt to resolve the matter to the satisfaction of both parties. If the matter is not resolved it may be referred under the Grievance Procedure.

The Professional Responsibility Workload Report Form, attached as Appendix B will be used for the purpose of providing a tool for documentation to facilitate discussion and to promote a problem solving approach.

## **ARTICLE 26 – DURATION**

26.01 This Agreement shall continue in effect until March 31, 2018 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.

Should either party choose to enter into Central Bargaining with the VON and ONA, the parties may mutually agree to do so during the term of this Agreement. Such Agreement shall be signed by both parties and the VON/ONA Central terminal dates for strike/lockout will then apply.

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

26.03 All terms of the Collective Agreement shall become effective upon date of ratification by both parties to the Agreement unless specifically stated otherwise in the Agreement. Salary rates shall be effective on the dates and in the amounts stipulated in Appendix A.

26.04 Retroactivity

Wages shall be effective date of ratification, May 12, 2015, and all nurses who receive any such payments from that date shall receive such retroactive amounts as appropriate unless otherwise stipulated in this Agreement. For those no longer in the employ of the Corporation, the Corporation shall give notice of their entitlement to retroactive increases by ordinary mail to the last place of residence listed in the Corporation's records, with a copy of the notice to be sent to the Association. Only those former nurses who apply within sixty (60) days of the date of mailing of the notice shall be entitled to receive money under this retroactivity provision.

Dated at London, Ontario, this 18th day of September 2018.

FOR THE EMPLOYER

FOR THE UNION

\_\_\_\_\_

Shannon Hunt  
Labour Relations Officer

Susan Rath-Wilson

Yvonne Pelders

Sharon Goodwin

\_\_\_\_\_

**APPENDIX A****HOURLY WAGE RATES****Registered Nurse**

	Date of Ratification May 12, 2015	Date of Ratification December 14, 2017 0.5%
Start	26.13	\$26.26
1	26.78	\$26.91
2	27.42	\$27.56
3	28.37	\$28.51
4	29.64	\$29.79
5	30.91	\$31.06
6	32.47	\$32.63
7	34.03	\$34.20
8	35.59	\$35.77
9	37.38	\$37.57

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

Full-time - \$310.00  
 Part-time - \$186.00  
 Casual - \$93.00

**APPENDIX B**

**ONA – COMMUNITY PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORM**

**ONA – COMMUNITY PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORM**

**SECTION 1: GENERAL INFORMATION**

Name(s) Of Employee(s) Reporting: (Please Print) \_\_\_\_\_  
 Employer: \_\_\_\_\_ /Branch \_\_\_\_\_ Team/Area/Program: \_\_\_\_\_  
 Date Of Occurrence: \_\_\_\_\_ Start Time: \_\_\_\_\_ Duration Time: \_\_\_\_\_  
 Hrs Wkd On Call/Ext. Hrs Supervisor(at time of occ.) \_\_\_\_\_ Date/Time Submitted: \_\_\_\_\_

**SECTION 2: DETAILS OF OCCURRENCE**

Provide a concise summary of how the occurrence affected your practice/workload: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Check one: Is this an isolated incident? \_\_\_\_\_ An ongoing problem? \_\_\_\_\_ (Check one)

**SECTION 3: CLIENT CARE AND OTHER CONTRIBUTING FACTORS TO THE OCCURRENCE**

Please check off the factor(s) you believe contributed to the workload issue:

- Change in client acuity (psy/phy/soc) Provide details: \_\_\_\_\_
- Visitors/Family members
- Bed Shortage (hosp./LTC)
- Client census at time of occurrence \_\_\_\_\_
- Non-Nursing Duties: (specify) \_\_\_\_\_
- # of Admissions \_\_\_\_\_
- # of Discharges \_\_\_\_\_
- Safety in jeopardy (specify) \_\_\_\_\_
- Lack of / malfunctioning equip.(specify) \_\_\_\_\_
- Weather \_\_\_\_\_
- Travel / Distance \_\_\_\_\_
- Unanticipated Assignment /uncontrolled variables (specify) \_\_\_\_\_
- Incomplete Referral Information \_\_\_\_\_
- Other (specify) \_\_\_\_\_

**SECTION 4: STAFFING/WORKING CONDITIONS**

In order to effectively resolve workload issues, please provide details about the working conditions at the time of occurrence by providing the following information:

# Regular Staff: RN \_\_\_\_\_ RPN \_\_\_\_\_ Clerical Support \_\_\_\_\_ IT Support \_\_\_\_\_  
 # Actual Staff: RN \_\_\_\_\_ RPN \_\_\_\_\_ Clerical Support \_\_\_\_\_ IT Support \_\_\_\_\_  
 Junior Staff Yes \_\_\_\_\_ No \_\_\_\_\_ How many? \_\_\_\_\_  
 RN Staff Overtime: Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, how many staff? \_\_\_\_\_ Total Hours \_\_\_\_\_  
 Breaks: Meal Period: Missed \_\_\_\_\_ Late \_\_\_\_\_ Taken \_\_\_\_\_  
 Rest Period: Missed \_\_\_\_\_ Late \_\_\_\_\_ Taken \_\_\_\_\_

At the time of the occurrence, the planned workload was:	#Planned	Actual #	Time Planned	Actual Time
Home Visits/ School Visits/ Clinics				
Case Conferences/Team Meetings etc.				
Documentation/ Administration (i.e. phone, paperwork, supplies)				
Inservice / Education				
Travel (number of trips)				
Other (i.e. giving a presentation etc.)				

If there was a shortage of staff at the time of the occurrence, (including support staff) please check one or all of the following that apply: Absence/Emergency Leave  Sick Call(s)  Vacancies

**SECTION 5: REMEDY**

(A) At the time the workload issue occurred, did you discuss the issue within the team/branch/program?  
 Yes  No  Provide Details: \_\_\_\_\_

Was it resolved? Yes  No

(B) Failing resolution at the time of the occurrence, did you seek assistance from the person designated by the employer as having responsibility for timely resolution of workload issues? Yes  No   
 Did the designated person with whom you discussed the occurrence provide guidance?  
 Yes  No  Provide Details: \_\_\_\_\_

Was it resolved? Yes  No

(C) Did you discuss the issue with your manager (or designate) on her/his next working day?  
 Yes  No  Provide details: \_\_\_\_\_

Was isolated incident resolved? Yes  No   
 If an ongoing problem, was entire issue resolved? Yes  No   
 Were measures implemented to prevent re-occurrence? Yes  No

Provide Details: \_\_\_\_\_

If staff made available, please identify the number of staff provided, their category and the amount of time they were available for:

Category (CM, RN, RPN, PHN, PSW, Clerk etc.)	Amount of time Staff available	Orientation to Branch Required	
		Yes <input type="checkbox"/>	No <input type="checkbox"/>
		State Orientation time (min/hrs)	

**SECTION 6: RECOMMENDATIONS**

Please check-off one or all of the areas below you believe should be addressed in order to prevent similar occurrences:

- Inservice
- Change physical lay-out
- Caseload review for acuity/activity
- Equipment (Please specify) \_\_\_\_\_
- Other: \_\_\_\_\_
- Orientation
- Float/casual pool
- ↑ RN/CM staffing
- ↑ support staffing
- Review nurse/patient ratio
- Review policies & procedures
- Perform Workload Measurement Audit

**SECTION 7: EMPLOYEE SIGNATURES**

I/We request these concerns be forwarded to the Employer-Association Committee.

Signature \_\_\_\_\_ Signature \_\_\_\_\_

Signature \_\_\_\_\_ Date/time Submitted: \_\_\_\_\_

Copies: (1) Manager/Chief Nursing Officer (or designate) (2) ONA Rep (3) RN (4) LRO

**SECTION 8: MANAGEMENT COMMENTS**

Please provide any information/comments in response to this report, including any actions taken to remedy the situation, where applicable. \_\_\_\_\_

\_\_\_\_\_

Management Signature \_\_\_\_\_ Date: \_\_\_\_\_

<b>ONA COMMUNITY PROFESSIONAL RESPONSIBILITY - WORKLOAD REPORT FORM GUIDELINES AND TIPS ON ITS USE</b>
--

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

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

**STEPS IN PROBLEM SOLVING PROCESS**

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

**TIPS FOR COMPLETING THE FORM**

- 1) Review the form before completing it so you have an idea of what kind of information is required.
- 2) Print legibly and firmly as you are making multiple copies.
- 3) Use complete words as much as possible. Avoid abbreviations.
- 4) Report only facts about which you have first-hand knowledge. If you use second-hand or hearsay information, identify the source if permission is granted.
- 5) Identify the PROF/CNO standards of practice/policies and procedures you feel you were unable to meet.
- 6) Do not, under any circumstances, identify clients/residents.

**LETTER OF UNDERSTANDING**

**B E T W E E N:**

**VON Canada – Ontario Branch  
Perth Huron Site**

**A N D:**

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

RE: JOB SECURITY

The parties agree that there shall be no layoffs for full-time nurses during the life of this Collective Agreement, unless a site is closed or there is insufficient nurse volume/caseload for the site to handle with the number of full-time nurses at the site.

Dated at London, Ontario, this 18th day of September 2018.

FOR THE EMPLOYER

FOR THE UNION

\_\_\_\_\_

Shannon Hunt  
Labour Relations Officer

Susan Rath-Wilson

Yvonne Pelders

Sharon Goodwin

\_\_\_\_\_



**LETTER OF UNDERSTANDING**

B E T W E E N:

**VON Canada – Ontario Branch  
Perth Huron Site**

A N D:

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

RE: SITE AMALAGAMATION

The Employer agrees to inform the Union of site amalgamation. After such notification, the Employer will meet with the Union to discuss matters of mutual concern surrounding such amalgamation.

Dated at London, Ontario, this 18th day of September 2018.

FOR THE EMPLOYER

FOR THE UNION

\_\_\_\_\_  
Susan Rath-Wilson

Shannon Hunt  
Labour Relations Officer

Sharon Goodwin

Yvonne Pelders

**LETTER OF UNDERSTANDING**

B E T W E E N:

**VON Canada – Ontario Branch  
Perth Huron Site**

A N D:

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

**RE: SHIFT NURSING**

- 1.0 (a) Articles of Hours of Work, Scheduling, Vacation and Weekend Work will not apply to Shift Nursing.
- (b) Shift Nursing will be defined as nursing care required to meet the needs of a client(s) at a single location, including but not limited to clinics (footcare, pharmacy, flu, workplace, etc.), insurance assessments, teaching contracts or other similar work situations.
- (c) A shift ranges in length from two (2) to twelve (12) hours. The hours of each shift will be determined by client need. The shift shall start and end in the client's home, clinical location or office.
- (d) Nurses working in the Shift Nursing Program will be treated as casual nurses. The seniority list for the Shift Nursing Program will be maintained separately from the VON Visiting Nursing program seniority lists.
- (e) For assignments longer than two weeks, nurses in the Shift Nursing Program may be expected to work alternate weekends.
- (f) Assignments will be made in a manner that provides continuity of care to the client. Assignments will be based on skills, experience, availability and when all this is equal, seniority.
- 2.0 **Premium Pay:**  
Overtime premium will apply to all hours worked beyond 75 in a bi-weekly period.
- 3.0 Nurses who are assigned to the Shift Nursing Program may be cancelled up to three (3) hours in advance of assigned hours without penalty. If the nurse does not receive three (3) hours' notice she shall receive three (3) hours' pay at a straight time hourly rate.
- 4.0 **Reporting Pay:**  
A nurse who is called in or reports for Shift, Wellness and Foot Care Nursing as scheduled and is not required to work shall, unless otherwise notified by the Employer, reporting pay as provided for in Article 22.04 of the collective

agreement. She shall be required to perform any nursing duties assigned by the Employer but not in the Visiting Nursing Program.

5.0 The Collective Agreement will apply for vacation purposes. (Article 17.02).

Dated at London, Ontario, this 18th day of September 2018.

FOR THE EMPLOYER

FOR THE UNION

\_\_\_\_\_

Shannon Hunt  
Labour Relations Officer

Susan Rath-Wilson

Yvonne Pelders

Sharon Goodwin

\_\_\_\_\_

**LETTER OF UNDERSTANDING**

B E T W E E N:

**VON Canada – Ontario Branch  
Perth Huron Site**

A N D:

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

RE: EVENING SHIFT

Prior to implementing an evening shift, the parties will meet to discuss implementation of said shift and to agree upon an appropriate premium. Such meeting shall not delay the implementation of such shift.

Dated at London, Ontario, this 18th day of September 2018.

FOR THE EMPLOYER

FOR THE UNION

\_\_\_\_\_

Shannon Hunt  
Labour Relations Officer

Susan Rath-Wilson

Yvonne Pelders

Sharon Goodwin

\_\_\_\_\_

**LETTER OF UNDERSTANDING**

B E T W E E N:

**VON Canada – Ontario Branch  
Perth Huron Site**

A N D:

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

RE: VON Commissioner Process

The Parties hereby agree that the Commissioner's Agreement dated June 24, 2014, and attached hereto as Appendix "A," shall be incorporated into all existing collective agreements reached between VON and ONA. Such incorporation shall be effective immediately upon execution of this Letter of Understanding.

APPENDIX "A"

VON Commissioner Process

Grievance Commissioner

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

Dated at London, Ontario, this 18th day of September 2018.

FOR THE EMPLOYER

FOR THE UNION

\_\_\_\_\_

Shannon Hunt  
Labour Relations Officer

Susan Rath-Wilson

Yvonne Pelders

Sharon Goodwin

\_\_\_\_\_