

**COLLECTIVE AGREEMENT**

Between:

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

And:

**VICTORIAN ORDER OF NURSES FOR CANADA-ONTARIO BRANCH  
PORCUPINE SITE – HIGHWAY 11 AND THE CITY OF TIMMINS**  
(hereinafter referred to as "the Employer")

EXPIRES: March 31, 2018

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE ..... 1

ARTICLE 2 - RECOGNITION..... 1

ARTICLE 3 - MANAGEMENT RIGHTS..... 1

ARTICLE 4 - DEFINITIONS ..... 2

ARTICLE 5 - NO DISCRIMINATION ..... 3

ARTICLE 6 - NO STRIKE, NO LOCKOUT ..... 4

ARTICLE 7 - ASSOCIATION SECURITY..... 5

ARTICLE 8 - REPRESENTATIVES AND COMMITTEES..... 6

ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURES..... 8

ARTICLE 10 - ARBITRATION..... 9

ARTICLE 11 - EMPLOYEE FILES .....10

ARTICLE 12 - JOB SECURITY .....11

ARTICLE 13 - JOB POSTING.....15

ARTICLE 14 - LAY-OFF AND RECALL .....15

ARTICLE 15 - LEAVES OF ABSENCE .....17

ARTICLE 16 - PAID HOLIDAYS .....25

ARTICLE 17 - VACATION.....26

ARTICLE 18 - HOURS OF WORK.....28

ARTICLE 19 - OVERTIME AND PREMIUM PAYMENT .....32

ARTICLE 20 - GROUP BENEFIT AND PENSION PLAN .....33

ARTICLE 21 - PROFESSIONAL RESPONSIBILITY .....35

ARTICLE 22 - ORIENTATION AND INSERVICE .....36

ARTICLE 23 – WORKPLACE SAFETY & INSURANCE BOARD/MODIFIED WORK.....36

ARTICLE 24 - MISCELLANEOUS.....37

ARTICLE 25 - TRANSPORTATION ALLOWANCE .....38

ARTICLE 26 - COMPENSATION.....39

ARTICLE 27 - DURATION .....41

  

APPENDIX I - SALARY SCHEDULE .....43

  

LETTER OF UNDERSTANDING - RE: SHIFT NURSING .....45

LETTER OF UNDERSTANDING - RE: NURSE PRACTITIONERS.....47

LETTER OF UNDERSTANDING - RE: VON COMMISSIONER PROCESS.....49

## **ARTICLE 1 - PURPOSE**

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and the Association. It is to provide means for the settlement of grievances and for the final settlement of disputes. Wages, hours of work and other conditions of employment are established by mutual agreement. It is recognized that nurses wish to work co-operatively with the Employer to provide the best possible community health service and care.

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Employer recognizes the Ontario Nurses' Association as the bargaining agent for all Registered and Graduate Nurses and Registered Practical Nurses and Nurse Practitioners employed by the Victorian Order of Nurses for Canada-Ontario Branch, Porcupine Site - Highway 11 and the City of Timmins, save and except the Supervisors and persons above the rank of Supervisors.

- 2.02 The Employer recognizes the geographic areas and teams set out below. Nurses are hired to work anywhere within the geographic area serviced by the Site. Notwithstanding this, the Employer will make every effort to assign nurses to work in the primary area to which they were assigned at the time of hire. The Employer will not assign nurses in the visiting nursing program in area (b) or (c) to work in the area (a).

- (a) Timmins
  - i) Nurse Practitioner Wellness Program
  - ii) Foot Care Program
  - iii) Diabetes Program
- (b) VON Highway 11
  - i) Visiting Nursing Program
- (c) Kirkland Lake
  - i) Visiting Nursing Program

Temporary assignment between areas (b) and (c) will be by mutual agreement between the manager and the nurse.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

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

3.02 The rights set out in Article 3.01 above will not be exercised in a manner inconsistent with the provisions of the Collective Agreement and will not be exercised in an unreasonable manner.

#### **ARTICLE 4 - DEFINITIONS**

- 4.01
- (a) A full-time nurse is one who is normally scheduled to work the standard full-time hours as specified in the Collective Agreement. This does not constitute any guarantee of any hours of work per day or per week.
  - (b) A part-time nurse is one who is scheduled on a part-time basis and regularly works as scheduled less than the standard full-time hours per week as specified in the Collective Agreement. This does not, however, constitute any guarantee of any hours of work per day or per week.
  - (c) A casual nurse is one who is employed to work on an occasional basis as and when required by the Employer and subject to the nurse's availability. The nurse may decline to work when requested to do so.
  - (d) 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*, and *The Nursing Act*.
  - (e) A Registered Practical Nurse is defined as a nurse who is registered by the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act*, and *The Nursing Act*.
  - (f) Registered Nurses and Registered Practical Nurses are required to provide to the employer by February 15th each year a current Certificate of Competence or proof of payment thereof.
  - (g) A Graduate Nurse is defined as a nurse with registration incomplete, who is a graduate of a programme acceptable to the College of Nurses of Ontario and is either in the process of being certified by the College of Nurses of Ontario or is completing certification requirements. This certification shall be completed within 24 months following the date of hire. Where a nurse fails to complete such certification requirements, she may be terminated and such termination will not be the subject matter of a grievance or arbitration procedure.
  - (h) The word "nurse" when used throughout this Agreement shall mean persons included in the above-described bargaining unit.
  - (i) 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.

- 4.02 (a) The Employer will not assign bargaining unit work to anyone outside the bargaining unit except in the case of an emergency, unforeseen circumstances or, in the case that no bargaining unit staff is available, work may be assigned to the staff of the Victorian Order of Nurses, Porcupine Site, Highway 11 and City of Timmins. No staff member will be assigned work in the other bargaining unit without her agreement.
- (b) The parties agree that upon the resignation, leave of absence, sick leave, etc., of a member of the bargaining unit, shifts will be replaced by a nurse if the work is still available.
- (c) The Employer agrees that no one outside the bargaining unit shall perform the work that is exclusive to the Registered Nurse and Registered Practical Nurse members of the bargaining unit in accordance with the *Regulated Health Professions Act*, except for the provisions listed in 4.02 (a) above.

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

- 5.01 The Employer and the Association agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any nurse because of her membership, or non-membership in the Association or activity or lack of activity on behalf of the Association or by reason of exercising her rights under the Collective Agreement or any applicable legislation.
- 5.02 It is agreed that there will be no discrimination on the basis of race, creed, colour, national origin, sex, sexual orientation, marital status, handicap, age, political or religious affiliation or any other factor which is not pertinent to the employment relationship.
- 5.03 (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 because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, family status or handicap". ref: *Ontario Human Rights Code, Sec. 5 (2)*
- (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". ref: *Ontario Human Rights Code, Sec. 7 (2)*
- (c) "Every person has a right to be free from,
- i) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought 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". ref: *Ontario Human Rights Code*, Sec. 7 (3)

(d) A nurse who believes that she has been harassed contrary to this provision may file a grievance under Article 9 of this agreement.

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

5.04 (a) The parties agree that sexual harassment of any person employed by the employer will not be tolerated in the workplace.

(b) Sexual harassment is defined as:

- inappropriate touching, including touching which is expressed to be unwanted;
- suggestive remarks or other verbal abuse with a sexual connotation;
- compromising invitation;
- repeated or persistent leering at a person's body;
- demands for sexual favours;
- sexual assault.

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

(d) Where sexual harassment is alleged in a grievance, the grievor has the right to discontinue contact with the alleged harasser without incurring any penalty pending final determination of the grievance. Where sexual harassment is found to have occurred, the grievor has the right to discontinue contact on a permanent basis, with the harasser being transferred, in addition to any other measures or remedies which may be taken or ordered.

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

6.01 The Association agrees that there will be no strikes, and the Employer agrees that there will be no lockouts so long as this Agreement continues to operate.

The term "strike" and "lockout" shall bear the meaning given them in the *Ontario Labour Relations Act*, R.S.O. 1980 and amendments thereto.

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

- 7.01 The Employer will deduct in the first pay period in each month, from each nurse covered by this Agreement an amount equal to the regular monthly Association dues designated by the Association. Where a nurse does not have earnings in the first pay period but does have earnings in the next pay period, the deduction shall be made in that payroll period. In remitting such dues, the Employer shall provide a list of nurses from whom deductions were made, including the names of all nurses absent due to an injury compensable under the Workplace Safety and Insurance Act and those absent due to an extended leave of absence.
- 7.02 Such dues shall be deducted monthly and, in the case of newly employed nurses, such deductions shall commence in the month following their date of hire. There shall be no deduction from a part-time nurse in a month in which the nurse does not work.
- 7.03 The amount of the regular monthly dues shall be those as authorized by the Association and the Vice-President, Finance of the Association shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deduction specified. In the case of any local dues levies, notification will be made by the local treasurer and such notification shall be the Employer's conclusive authority to make the deduction specified.
- 7.04 The amounts so deducted shall be remitted monthly to the Vice-President, Finance of the Association, no later than the end of the month following the month in which the dues were deducted. In remitting such dues, the Employer shall provide a list of nurses from whom deductions were made, including deletions (indicating terminations) and additions from the preceding month and their social insurance numbers. A copy of this list will be sent to the local and provincial Association.
- 7.05 In consideration of the deducting and forwarding of Association dues by the Employer, the Association agrees to indemnify and save harmless the Employer against any claims for liability arising or resulting from the operation of this Article.
- 7.06 The Employer shall annually provide each nurse with a T-4 Supplementary Slip showing the dues deducted in the previous year.
- 7.07 The Employer agrees that an officer of the Association or a nurse representative shall be allowed a reasonable period, not to exceed fifteen minutes during their regular working day to interview newly employed nurses during their probationary period. During such interview, membership forms may be provided to the nurse. These interviews shall be scheduled in advance by the Employer and may be arranged collectively or individually.

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

8.01 The employer will recognize the following:

### Nurse Representatives & Grievance Committee

- (a) The Employer agrees to recognize two (2) nurse representatives to be elected or appointed from amongst nurses in the bargaining unit for the purpose of dealing with Association business as provided in this Collective Agreement.
- (b) The Employer will recognize a Grievance Committee of two (2) nurses one of whom will be the Bargaining Unit President or designate.
- (c) The Employer shall not be required to pay nurses on the Grievance Committee or the grievor for time spent at arbitration hearings.

8.02 Labour Management Committee

A Labour-Management Committee will be composed of two (2) representatives of the Employer and two (2) representatives of the Union. Meetings of this Committee shall be held every two (2) months unless otherwise agreed. Agenda items to be discussed shall be exchanged in writing at least five (5) days prior to the meeting. This Committee shall promote and provide for effective and meaningful communication of information and ideas and shall make joint recommendations on matters of concern with respect to the VON. Minutes of this meeting shall be kept and signed by both parties. The role of Chairperson shall rotate between the parties. The Committee shall not deal with matters which are or should be the subject of the grievance procedure.

8.03 Negotiating Committee

- (a) The employer agrees to recognize a negotiating committee comprised of two (2) representatives to be elected or appointed from the bargaining unit and the Labour Relations Officer for the purpose of negotiating the renewal of this Agreement.
- (b) The Employer shall be required to pay nurses on the negotiating committee up to but not including conciliation.

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

8.05 (a) If a representative must leave her VON duties for any period of time in order to attend to Association business in the office, she will first obtain the permission of her supervisor and shall be paid at her rate of pay. Such permission will not be unreasonably withheld. Upon completion of



her business, the Representative will report to her Supervisor and then return to work.

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

8.06 The Association Committees shall have the right to have the assistance of representatives or consultants from or acting on behalf of the Ontario Nurses' Association.

8.07 The Employer agrees to give representatives of the Ontario Nurses' Association access to the premises of the Employer for the purpose of attending grievance meetings or otherwise assisting in the administration of this Agreement.

8.08 Occupational Health and Safety Committee

- (a) The employer and the Association shall comply with the *Occupational Health and Safety Act* and any other federal, provincial or municipal health and safety legislation and regulations in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Employer, agrees to accept as a member of its occupational health and safety committee, one representative selected or appointed by the Association from the bargaining unit.
- (c) 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.
- (d) The Employer agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil its function including incident reports.
- (e) Meetings shall be held quarterly or more frequently if mutually agreed to. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) All time spent by a member of the Occupational Health and Safety Committee attending meetings of the committee shall be deemed to be time worked for which she shall be paid by the Employer at her appropriate rate and she shall be entitled to such time from her work as is necessary.
- (g) The employer shall recognize one (1) ONA member as a certified worker pursuant to the *Occupational Health and Safety Act*.

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

- 9.01 For the purpose of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- 9.02 At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, a nurse is entitled to be represented by her nurse representative. In the case of suspension or discharge the Site shall notify the nurse of this right in advance.
- 9.03 It is the mutual desire of the parties to this agreement that differences shall be resolved as quickly as possible and it is understood that a nurse has no grievance until she has first given her immediate supervisor the opportunity of adjusting her complaint. Such complaint shall be discussed within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the nurse. After the discussion, the supervisor shall confirm her response in writing. Failing settlement within nine (9) calendar days, it shall be taken up as a grievance within nine (9) calendar days following receipt of the immediate supervisor's decision.

### Step One

A nurse may submit a written grievance, dated and signed by the nurse to the Immediate Supervisor, or her designate who will deliver her decision in writing within (9) calendar days from the date on which the written grievance was presented to her. The parties may if they so desire, meet to discuss the grievance at a time and place suitable to both parties. Failing settlement then:

### Step Two

Within (9) calendar days following the decision in Step No. 1 the grievance may be submitted in writing to the Executive Director or her designate. A meeting will then be held within nine (9) calendar days of the submission of the grievance at Step No. 2 unless extended by agreement of the parties. It is understood and agreed that a staff representative of the provincial Ontario Nurses' Association and the grievor may be present at the meeting and that the Employer may have such counsel and assistance as it may desire at such meeting. The decision of the employer shall be delivered in writing within nine (9) calendar days of such meeting. A copy of the second step grievance reply will be provided to the Labour Relations Officer.

- 9.04 A grievance arising directly between the Employer and Association concerning the interpretation, application or alleged violation of this Agreement shall be originated at Step 2 within fourteen (14) calendar days following the circumstances giving rise to the grievance. A grievance by the Employer shall be presented to the Chairperson of the Grievance Committee. The decision of

the non-grieving party will be delivered in writing, within fourteen (14) calendar days.

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 the Executive Director or her designate at Step 2 within (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the nurses.

9.06 The Employer agrees to provide written reasons, within five (5) calendar days to a nurse who has been discharged.

A claim by a nurse that she has been discharged or suspended without just cause shall be treated as a special grievance if a written statement of such grievance is lodged by the nurse with the Employer at step 2 within fourteen (14) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration procedure by:

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

9.07 A nurse shall be notified of her discharge or suspension in the presence of a nurse representative.

9.08 All agreements reached under the grievance procedure between the Employer and the Association will be final and binding upon the Employer, the Association and the nurses.

9.09 Failing settlement of any grievance under the foregoing procedure, such grievance may be submitted to arbitration. If no written request for arbitration is received within eighteen (18) calendar 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 sixteen (16) calendar days after the decision under Step 2, it will be deemed to have been received within the time limits.

## **ARTICLE 10 - ARBITRATION**

10.01 When either party wishes to have a grievance referred to arbitration it shall give written notice of such referral to the other party within the time limits set out above, and at the same time appoint its nominee to the Arbitration Board. Within nine (9) calendar days, the other party shall appoint its nominee, provided that if such party fails to appoint its nominee, the Minister of Labour for the

Province of Ontario shall have power to effect such appointment upon application by the party invoking the arbitration procedure. The two nominees shall attempt to select, by agreement, a chairman of the Arbitration Board.

- 10.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 10.03 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 10.04 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to, or amend any part of this Agreement.
- 10.05 The proceedings of the Arbitration Board may be expedited by the parties hereto; and the decision of the majority shall be final and binding. Where there is no majority, the decision of the Chairman will be final and binding upon the parties hereto and the nurse or nurses concerned.
- 10.06 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses of the chairman of the Arbitration Board.
- 10.07 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned, subject only to the provisions of Section 44(6) of the *Labour Relations Act*.
- 10.08 Wherever Arbitration Board is referred to in this Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time the reference to arbitration and the other provisions referring to Arbitration Board shall apply accordingly.

#### **ARTICLE 11 - EMPLOYEE FILES**

- 11.01 Any letter of reprimand, suspension or other sanction will be removed from the record of a nurse eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such nurses' record has been discipline free for the immediate preceding twelve (12) months during which she has worked.
- 11.02 When any type of evaluation, performance appraisal, progress report or assessment related to the job performance, nursing practice or other employment related matters is completed with respect to any nurse, it is understood and agreed that such nurse shall be given an opportunity to sign the document, indicate any area of disagreement and shall also be provided with a copy of the document. A copy of the completed performance appraisal will be

provided to the nurse upon request. It is understood that such performance appraisals do not constitute disciplinary action by the Employer against the nurse.

11.03 Upon written request, a nurse may review her file in the presence of a supervisor or delegate and be provided with a copy of any document contained therein. Notwithstanding Article 11.02, upon review of the file, should the nurse believe that any counselling letter is no longer applicable, she or he may request that such documentation be removed. Such request shall not be unreasonably denied.

11.04 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. For further clarity, the above referenced Peer Feedback will not be used as a performance evaluation under Article 11.02.

## **ARTICLE 12 - JOB SECURITY**

12.01 Seniority for full-time nurses shall be based on the length of continuous service with the employer since date of the last hire.

Seniority for part-time or casual nurses shall be based on paid hours accumulated since date of last hire. It is recognized that 1725 paid hours equals one (1) year of full-time service. Notwithstanding Article 26, effective June 30, 1997, 1500 hours will equal one year of full-time service.

12.02 (a) i) Newly hired nurses shall be considered to be on probation for a period of sixty (60) tours worked from date of last hire. For part-time and casual nurses, the probationary period will be 450 hours or six (6) months, whichever comes first. If retained after the probationary period, the full-time nurse shall be credited with seniority from date of last hire and the part-time and casual nurse shall be credited with seniority for the sixty tours (450 hours) worked. With the written consent of the Employer, the probationary nurse and the President of the Local Association or designate, such probationary period may be extended. Where the Employer requests an extension of the probationary period, it will provide notice to the Association at least fourteen (14) calendar days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional

sixty (60) tours (450 hours) worked and, where requested, the Employer will advise the nurse and the Association of the basis of such extension.

ii) The parties recognize that ongoing feedback about the nurse's progress is important to the probationary nurse.

(b) A nurse who transfers from full-time to part-time or casual status, or vice versa, shall not be required to serve another probationary period where such nurse has completed a probationary period since her date of last hire. If no such probationary period has been completed, the number of tours or hours worked immediately prior to the transfer shall be credited towards the probationary period.

12.03

(a) One seniority list shall be established for all full-time and part-time registered nurses covered by this agreement who have completed their probationary period. For information purposes only, the names of all full-time and part-time probationary registered nurses shall be included in the seniority list. Seniority on such lists will be expressed in terms of total hours worked.

(b) A seniority list shall be established for all casual registered nurses covered by this agreement who have completed their probationary period. For information purposes only, the names of all casual probationary registered nurses shall be included in the seniority list. Seniority on such lists will be expressed in terms of total hours worked.

(c) One seniority list shall be established for all full-time and part-time registered practical nurses covered by this Agreement who have completed their probationary period. For information purposes only, the names of all full-time and part-time probationary registered practical nurses shall be included in the seniority list. Seniority on such list will be expressed in terms of total hours worked.

(d) A seniority list shall be established for all casual registered practical nurses covered by this agreement who have completed their probationary period. For information purposes only, the names of all full-time probationary registered practical nurses shall be included in the seniority list. Seniority on such lists will be expressed in terms of total hours worked.

(e) Copies of the current seniority lists will be provided to the Association twice a year, in April and October, and before any lay-off. The Employer will also post the lists in a conspicuous place at the time they are forwarded to the Association.

12.04

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 1725 hours worked for each year of full-time seniority or service. Notwithstanding Article 26,

VONPS01.C18

effective June 30, 1997, 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 1500 hours worked 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 1725 hours worked. Notwithstanding Article 26, effective June 30, 1997, 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 1500 hours worked for each year of part-time seniority or service. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.

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

- (a) when on 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 on pregnancy or parental leave
- (d) when absent due to disability resulting in WSIB benefits or LTD benefits including the period of the disability program covered by Employment Insurance.
- (e) when absent due to illness or injury in excess of thirty (30) consecutive calendar days
- (f) For part-time nurses, the rate of accumulation will be based on the employee's normal weekly hours paid over the preceding qualifying twenty-six (26) weeks. A qualifying week is a week where the employee is not absent due to vacation, pregnancy-parental leave, WSIB, or illness or injury that exceeds thirty (30) consecutive calendar days.

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

- (a) when on approved leave of absence without pay, exceeding thirty (30) continuous calendar days;
- (b) when on layoff.

12.07 (a) A nurse who is transferred to a position outside of the bargaining unit for a period of not more than three (3) months, or is seconded to teach for an academic year shall not suffer any loss of seniority, service or benefits.

A nurse who is transferred to a position outside of the bargaining unit for a period of more than three (3) months, but not more than one (1) year shall retain, but not accumulate, her or his seniority held at the time of the

transfer. In the event the nurse is returned to a position in the bargaining unit, she or he shall be credited with seniority held at the time of transfer and resume accumulation from the date of her or his return to the bargaining unit.

A nurse must remain in the bargaining unit for a period of at least three (3) months before transferring out of the bargaining unit again or she or he will lose all seniority held at the time of the subsequent transfer.

- (b) In the event that a nurse is transferred to a position outside of the bargaining unit for a period in excess of one (1) year, she or he will lose all seniority held at the time of transfer. In the event the nurse is returned to a position in the bargaining unit, the nurse's seniority will accrue from the date of her or his return to the bargaining unit.
- (c) It is understood and agreed that a nurse may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.
- (d) The Employer agrees that it will not make work assignments that violate the purpose and intent of this provision. The Employer will advise the local Association of the names of any nurses performing the duties of positions outside of the bargaining unit pursuant to Articles 12.07, the date the assignment commenced, the area of assignment and the duration of such assignments.

12.08 When a nurse transfers from another VON Site she shall retain all service credits earned for purposes of vacation, benefits, pension and advancement on the salary grid.

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

- (a) resigns;
- (b) is discharged and not reinstated under the grievance and/or arbitration procedure;
- (c) is laid off for a period of twenty-four (24) months;
- (d) fails, upon being notified of recall, to signify her intention to return within five (5) calendar days after she has received her notice of recall mailed by registered letter to her last recorded address and fails to report to work within seven (7) calendar days after she has received the notice of recall, or such further period of time as may be agreed upon by the employee and the employer.
- (e) fails to report to work as scheduled at the end of a 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 for which it was granted;

- (f) is absent from work for a period of three (3) consecutive working days or more without notifying the Employer of such absence, unless there is a reasonable explanation given acceptable to the Employer;
- (g) refuses to continue to work or return to work during an emergency which affects the Employer's ability to provide adequate client care, unless a satisfactory reason is given to the Employer.

12.10 The Employer may permanently fill the position of a nurse who is in receipt of WSIB or on LTD in excess of twenty-four (24) months. If a nurse returns after the twenty-four (24) month period, she will be offered a comparable position.

### **ARTICLE 13 - JOB POSTING**

- 13.01
- (a) Where a vacancy (including a new position) occurs in a classification in the bargaining unit, the Employer will post a notice of such vacancy for ten (10) calendar days. Nurses shall submit written applications for the vacancy within the period indicated on the notice.
  - (b) Nurses shall be selected for positions under 13.01(a) on the basis of skill, ability, experience and qualifications. When these factors are relatively equal then seniority shall apply.
  - (c) Should there be no suitable applicants from within the bargaining unit, the Employer may hire a nurse from outside the bargaining unit.
  - (d) The name of the successful applicant will be posted by the Employer. At the request of the nurse, the Employer will discuss with unsuccessful applicants ways in which they can improve for future postings.
  - (e) The Employer shall have the right to fill a vacancy or new position on a temporary basis until the posting procedure has been completed and arrangements have been made to permit the successful applicant to be assigned to the job concerned. Upon completion of the temporary vacancy, such nurse shall be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.

### **ARTICLE 14 - LAY-OFF AND RECALL**

- 14.01
- (a) A layoff shall be defined as a reduction of the number of employees in the bargaining unit. It is understood that temporary reductions in normal hours of work due to fluctuations in business volumes shall not be considered to be a layoff.

- (b) In the event that a reduction of the nursing staff is required, the Employer shall lay off nurses in reverse order of seniority within the affected geographic area or team and then in reverse order of the bargaining unit provided that the nurses who remain are willing and are qualified having the skill and ability to perform the work available. When recalling nurses after layoff, those last to be laid off will be the first to be recalled provided that in each case, the nurse is qualified and has the skill and ability to do the work.

14.02 Layoff and Recall

- (a) The layoff and recall of registered nurses shall be separate and apart from the layoff and recall of registered practical nurses.
- (b) The Employer will not hire any new nurse to fill a vacancy where there is a nurse on layoff who is qualified and willing to do the work available.

14.03 In all cases of layoff:

- (a) Where a vacancy occurs in a position following a layoff hereunder as a result of which a nurse has been transferred to another position, the affected nurse will be offered the opportunity to return to her former position providing such vacancy occurs within six (6) months of the date of layoff. Where the nurse returns to her former position there shall be no obligation to consider the vacancy under Article 13.01. Where the nurse refuses the opportunity to return to her former position the nurse shall advise the Employer in writing, within five (5) days of receiving notification.
- (b) No reduction in the hours of work shall take place to prevent or reduce the impact of a layoff without the consent of the Association.
- (c) All part-time and full-time nurses represented by the Association who are on layoff will be given a job opportunity in the part-time and full-time categories before any new nurse is hired into either category.
- (d) Casual part-time nurses may be utilized while full-time or part-time nurses are on lay-off only when these nurses are not available to work.
- (e) No new nurses shall be hired until all those nurses who retain the right to be recalled have been given an opportunity to return to work.

14.04 (a) Temporary Layoff

- i) A temporary layoff will be defined as a layoff of not more than thirteen weeks due to a reduction in the workload.
- ii) The Employer will provide the Union with thirty (30) calendar days notice of a proposed layoff of a temporary nature. This clause

shall not be applicable where the purchaser of services does not provide the VON with sufficient notice to comply with this clause.

(b) Permanent Layoff:

- i) A permanent layoff will be defined as a layoff that will exceed thirteen weeks due to a reduction in the workload.
- ii) The Employer will provide the Union with sixty (60) calendar days notice of a proposed layoff of a permanent nature. This clause shall not be applicable where the purchaser of services does not provide the VON with sufficient notice to comply with this clause.

(c) In all cases of layoff the Employer will meet with the Union to discuss the following:

- i) the reasons causing the layoff;
- ii) the service which the Employer will undertake after the layoff;
- iii) the method of implementation, including areas of cutback and the nurses to be laid off.

14.05 In the event of a cut-back in service which will result in displacement of staff, the Employer will provide the Union with reasonable notice. If requested, the Employer will meet with the Union through the Labour-Management Committee to review the reasons and expected duration of the cut-back in service, realignments of service or staff and its effect on nurses in the Bargaining Unit.

## **ARTICLE 15 - LEAVES OF ABSENCE**

15.01 Personal Leave

Requests for leave of absence without pay will be considered on an individual basis by the Employer. Such requests are to be made in writing to the Executive Director or her designate at least two (2) weeks in advance, if possible, and a written reply will be given within five (5) days receipt of such request, except in cases of emergency. Such leave will not be unreasonably denied.

15.02 Union Leave

Leave of absence to attend Union business such as conferences, union education days and conventions will be granted to nurses based on the following conditions:

- (a) Requests for such leave shall be made in writing by the Union to the Employer giving as much notice as possible, with a minimum of two (2) weeks advance notice, except in cases of emergency. The Employer

VONPS01.C18

shall indicate in writing whether or not the request has been approved. Such leave shall not be unreasonably withheld.

- (b) Not more than two (2) nurses at any one time shall be allowed such leave.
- (c) Such leave shall not exceed forty (40) cumulative days per fiscal year.
- (d) Where such leave has been granted under subsection (a), the Employer shall maintain the nurse's salary and benefits. The Local Union agrees to reimburse the Employer in the amount of the daily rate of the nurse plus an amount for any applicable subsidized benefits. The Employer will bill the Local Union within a reasonable period of time.
- (e) There will be no loss of seniority or service during such leave of absence.

15.03 Local Coordinator Leave

The Employer agrees to grant leaves of absence, without pay, to nurses elected to the position of Local Co-ordinator. Subject to reasonable notice, it is understood and agreed that a Local Co-ordinator shall be granted such leave(s) as she or he may require fulfilling the duties of the position.

15.04 Leave, Board of Directors

A nurse who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President, shall be granted upon request such leave(s) of absence as she may require to fulfil the duties of the position. Reasonable notice shall be given for such leave of absence. There shall be no loss of seniority or service for a full-time nurse during such leave of absence. There shall be no loss of seniority or service for a part-time nurse during such leave of absence. Leave of absence under this provision shall be in addition to the Association leave provided in Article 15.02 above. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the employer in the amount of the full cost of such salary and applicable benefits.

15.05 Leave, President, O.N.A.

Upon application in writing by the Association on behalf of the nurse to the Employer, a leave of absence shall be granted to such nurse elected to the office of President of the Ontario Nurses' Association for a period of up to three (3) consecutive two (2) year terms. There shall be no loss of service or seniority for a full-time nurse during such leave of absence. There shall be no loss of service or seniority for a part-time nurse during such leave of absence. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits. It is understood, however, that during such leave the nurse shall be deemed to be an employee of

the Ontario Nurses' Association. The nurse agrees to notify the Employer of her intention to return to work at least two (2) weeks prior to the date of such return.

15.06 Leave - Provincial Committee

A nurse who is elected to a Provincial Committee of the Ontario Nurses' Association, shall be granted upon request such leave(s) of absence as she may require to fulfil the duties of her position. Reasonable notice, a minimum of two weeks, shall be given to the Employer for such leave of absence. There shall be no loss of seniority or service during such leave of absence. Leave of absence under this provision shall be in addition to the Association leave provided in 15.02 and shall not exceed twenty-five (25) days per calendar year. 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.

15.07 Bereavement Leave

- (a) A nurse who notifies the Employer of a bereavement shall be granted a maximum of three (3) working days off without loss of regular salary for scheduled hours for a death in the nurse's immediate family.
- (b) Up to two (2) additional days for travelling, in excess of 500 km, if required, may be granted without loss of regular pay from regularly scheduled hours.
- (c) "Immediate family" means parent, brother, sister, spouse, same sex partner, common-law spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, step-child, former legal guardian or fiancé.
- (d) Where a nurse does not qualify under the above-noted conditions, the Employer may nonetheless grant an additional unpaid leave at its discretion.
- (e) An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral of her/his aunt or uncle, niece or nephew.

15.08 Jury & Witness Duty

- (a) If a nurse is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the nurse's duties with the employer, the nurse shall not lose regular pay because of such attendance and shall not be required to work on the day of such duty provided that the nurse:
  - i) notifies the Employer immediately on the nurse's notification that she will be required to attend court;

- ii) presents proof of service requiring the nurse's attendance;
  - iii) deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt where available.
- (b) Where the Employer requires a nurse to attend any meetings with the Employer's counsel in preparation for a case which either arises from a nurse's employment with the VON or otherwise involves the VON, the Employer will make every reasonable effort to schedule such meetings at VON during the nurse's regularly scheduled hours of work. If the nurse is required to attend such meetings outside of her or his regularly scheduled hours, the nurse shall be paid for all hours spent in such meetings at her or his regular straight time hourly rate of pay.

15.09

Pregnancy/Parental LeavePregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*. A nurse who is eligible for a pregnancy leave may extend the leave for a period of up to twelve (12) months' duration, inclusive of any parental leave. Written notice of the nurse's intention to extend the leave must be received at least four (4) weeks prior to the end of the initially approved leave.
- (b) The nurse shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.
- (c) The nurse shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof. The nurse shall be reinstated to her former position.
- (d) Nurses newly hired to replace nurses who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her probationary period. The nurse shall be credited with tours or hours worked towards the probationary period provided in Article 12.02 (a).

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

## 15.10

Parental Leave

- (a) A nurse who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the *Employment Standards Act*.
- (b) A nurse who has taken a pregnancy leave under Article 15.08 is eligible to be granted a parental leave of up to thirty-five (35) weeks' duration, in accordance with the *Employment Standards Act*. A nurse who is eligible for a parental leave who is the natural father or is an adoptive parent may extend the parental leave for a period of up to twelve (12) months duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the nurse shall advise the employer as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the nurse finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- (c) On return from Parental Leave, the nurse shall be reinstated to her former position, unless that position has been discontinued, in which case the nurse shall be given a comparable job.
- (d) Nurses newly hired to replace nurses who are on approved parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her probationary period. The nurse shall be credited with tours worked towards the probationary period provided in Article 12.02 (a).

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

- (e) During pregnancy/parental leave a nurse shall continue to accumulate seniority rights for all purposes and the employer must continue to make employer contributions to pension, life insurance, accidental death, extended health and dental plans unless the employee has advised the employer, in writing, that she does not wish to continue to make the employee contributions to such plans.

## 15.11

Education Leave

- (a) Leave of absence, without pay, for the purposes of further education directly related to the nurse's employment with the Employer may be granted on written application by the nurse to the Executive Director or designate. Requests for such leave will not be unreasonably denied.

VONPS01.C18

- (b) A nurse shall be entitled to leave of absence without pay for the purpose of writing any examinations required in any recognized courses in which nurses are enrolled to upgrade their nursing qualifications.
- (c) Leave of absence without loss of regular earnings from regularly scheduled hours for the purpose of attending short courses, workshops or seminars directly related to the nurse's employment may be granted at the discretion of the employer upon written application by the nurse to the Executive Director or designate.

#### 15.12 Professional Leave

Professional leave without pay will be granted to full-time and regular part-time nurses who are elected to the College of Nurses to attend regularly scheduled meetings of the College of Nurses.

Professional leave without pay will be granted to registered nurses who are elected to the RNAO to attend regularly scheduled meetings.

Professional leave without pay will be granted to registered practical nurses who are elected to the RPNAO to attend regularly scheduled meetings.

#### 15.13 Pre-paid Leave Plan

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

- (a) The plan is available to nurses wishing to spread four (4) year's salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The nurse must make written application to the Executive Director or her designate at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of leave.
- (c) Written applications will be reviewed by the Executive Director or her designate. Leaves requested for the purpose of pursuing further formal nursing education 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 of the year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the nurse, the Local Association and the Employer.



- (e) During the four (4) years of salary deferral, 20% of the nurse's gross earnings will be deducted and held for the nurse and will not be accessible to her until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the nurse.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral and the employee shall pay the required premiums. The employee may apply for a continuance of benefits for the year of leave and must pay both portions through the site (i.e. employer and 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) 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 deferred 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 nurse will be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.
- (o) Final approval for entry into the pre-paid program will be subject to the nurse entering into a formal agreement with the Employer in order to

authorize the Employer to make the appropriate deductions from the nurse's pay. Such agreement will include:

- i) A statement that the nurse is entering the pre-paid leave program in accordance with Article 15.12 of the Collective Agreement.
- ii) The period of salary deferral and the period for which the leave is requested.

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

#### 15.14 Secondment

A nurse who is seconded to a bipartite or tripartite committee/position involving the Health Sector or the Broader Public Sector shall be granted a leave of absence without pay for a period of up to five (5) years. There shall be no loss of seniority or service during such leave. Subject to the agreement of the agency to which the nurse is seconded, the nurse's salary and applicable benefits shall be maintained by the employer and the employer shall be reimbursed for the full cost of salary and applicable benefits by the agency to which the nurse is seconded. The nurse agrees to notify the employer of her intention to return to work at least three (3) months prior to the date of such return where possible. Before the secondment is approved, there shall be agreement on the conditions of the nurse's return to work.

#### 15.15 Family Related Leave

- (a) Employees may use up to five (5) days of accumulated sick leave credits per fiscal year to attend to family related matters. Family related leave may be granted for a variety of reasons including, but not limited to:
  - caring for ill family members;
  - assisting dependant family members in attending at medical and dental appointments;
  - emergency child care (e.g. school snow days, unavailability of regular day care services, etc.) and
  - special family functions.
- (b) Family related leave may also be used to extend bereavement leave or to provide bereavement leave in circumstances where the VON Bereavement Leave policy would not apply. However, family related leave may not be combined with vacation leave or paid holidays in order to extend these leaves.
- (c) If an employee does not utilize any or all of the five (5) family related leave days in a fiscal year, such days will not accumulate or be carried

forward into the next fiscal year, but rather will remain as accrued sick leave.

- (d) When requesting family related leave, a minimum of 5 days notice is normally required. In an emergency or urgent situation leave may be granted with a lesser period of notice.

## **ARTICLE 16 - PAID HOLIDAYS**

- 16.01 (a) The Employer agrees to recognize the following as designated holidays:
- |                |                  |
|----------------|------------------|
| New Year's Day | Canada Day       |
| Good Friday    | Civic Holiday    |
| Easter Monday  | Labour Day       |
| Victoria Day   | Thanksgiving Day |
| Christmas Day  | Boxing Day       |
| Family Day     |                  |
- (b) In addition to the above listed designated holidays, each full-time nurse will receive one (1) float holiday after she has completed twelve (12) months of service.
- (c) Any part-time or casual nurse who works more than half ( $\frac{1}{2}$ ) time in the four (4) weeks preceding a statutory holiday will be entitled to payment for the holiday on a proportionate basis.
- (d) In the event an additional Federal or Provincial holiday is proclaimed during the term of this Collective Agreement, such holiday will replace the float holiday set out in 16.01 (b).
- 16.02 Holiday pay will be computed on the basis of the nurse's regular rate of pay times the number of hours for a normal tour as set out in Article 18.
- 16.03 (a) A nurse who is required to work on any of the foregoing holidays shall be paid for all hours worked at the rate of one and one half (1.5) times her regular rate of pay. In addition, a full-time nurse will receive an additional day off with pay. Such day off will be taken at a mutually agreeable time within a sixty (60) day period before or after the holiday. If such arrangements are not made as herein provided, the nurse shall be paid for the day at her regular rate of pay.
- (b) Part-time or casual nurses who work on the above named holidays shall be paid a minimum of one full day's salary or time and one half for all hours worked, whichever is greater.
- 16.04 In order to qualify for pay for a holiday, a nurse shall complete her full scheduled shift on each of the working days immediately preceding and following the

holiday concerned unless excused by the Employer or the nurse was absent due to:

- (a) legitimate illness or accident which commenced within a month of the date of the holiday;
- (b) vacation granted by the Employer;
- (c) the nurse's regular scheduled day off;
- (d) a paid leave of absence provided the nurse is not otherwise compensated for the holiday.

16.05 (a) Where a holiday falls during a nurse's scheduled vacation period, her vacation shall be extended by one (1) day unless the nurse and the Employer agree to schedule a different day off with pay.

- (b) Where a holiday falls on a nurse's scheduled day off, an additional day off with pay will be scheduled.

16.06 The employer will endeavour to arrange the paid holidays to be divided equitably among the nurses in the site.

### **ARTICLE 17 - VACATION**

17.01 All full-time nurses shall be granted vacation with pay as follows:

- (a) Less than one (1) year of full-time continuous employment - 1.25 days per month of full-time continuous service.
- (b) One (1) or more years, but less than three (3) years of full-time continuous service - three (3) weeks.
- (c) Three (3) or more years, but less than fourteen (14) years of full-time continuous service - four (4) weeks.
- (d) Fourteen (14) or more years, but less than twenty-three (23) years of full-time continuous service - five (5) weeks.
- (e) Twenty-three (23) or more years of full-time continuous service - six (6) weeks.

17.02 All part-time and casual nurses shall be entitled to vacation pay based upon the applicable percentage provided in accordance with the vacation entitlement of full-time nurses, of their gross earnings in the preceding year.

3 week entitlement - 6%

4 week entitlement - 8%

5 week entitlement - 10%  
6 week entitlement - 12%

Equivalent years of service, calculated pursuant to the formula set out in Article 12.04, shall be used to determine vacation entitlement.

- 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 or casual and full-time nurse accumulated on a continuous basis. For the purpose of this Article, 1725 hours of part-time service shall equal one (1) year of full-time service. Notwithstanding Article 26, effective June 30, 1997, 1500 hours of part-time service shall equal one (1) year of full-time service.
- 17.04 When a nurse's employment is terminated for any reason, full payment for vacation earned, but not taken, will form part of such nurse's termination pay. If vacation has been received by the nurse over and above the vacation she is entitled to pursuant to the terms of this agreement, there shall be deducted from the salary of the nurse or refunded to the Employer by the nurse an amount equivalent to the pay for vacation received without entitlement.
- 17.05 A nurse will provide two weeks notice of termination where possible. Otherwise, a nurse who resigns her employment with less than two (2) week's notice shall be entitled only to the vacation pay provided in the *Employment Standards Act*.
- 17.06 (a) Written requests for vacation time off from April 1 to September 30th shall be submitted to the supervisor responsible for scheduling by March 1 each year.
- Written requests for vacation time off from October 1st to March 31st shall be submitted to the Supervisor responsible for scheduling by September 1st each year.
- (b) Vacation schedules will be approved and posted by March 15 and September 15. Seniority shall govern where conflicts arise between requests of two or more employees.
- (c) A nurse may not change her authorized vacation time without the prior approval of her immediate supervisor.
- (d) The vacation year runs from April 1 to March 31. Vacation may not be carried over from one 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.
- 17.07 (a) Written requests for vacation time off other than for the period outlined in a) above shall be submitted to the supervisor at least two (2) weeks in advance of the posting of the schedule which covers the period for which the vacation is being requested.

- (b) Single vacation days will be granted as long as the nurse provides three (3) working days notice and subject to operational requirements.
  - (c) A week of vacation shall be defined as seven (7) consecutive calendar days which includes five (5) vacation days and two days off.
- 17.08
- (a) Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into scheduled vacation period, the period of such illness shall be considered sick leave.
  - (b) Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.
  - (c) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.
  - (d) Where a nurse's scheduled vacation is interrupted due to a bereavement, the nurses shall be entitled to compassionate leave in accordance with Article 15.06.
  - (e) The portion of the employee's vacation which is deemed to be compassionate leave under the above provisions will not be counted against the employee's vacation credits.

#### **ARTICLE 18 - HOURS OF WORK**

- 18.01 The following provisions are intended to designate normal hours of work on a daily tour and normal hours of work over the nursing schedule:
- (a) the normal daily tour shall be seven and one half (7.5) consecutive hours, exclusive of one (1) hour unpaid meal period;
  - (b) the normal hours of work shall average seventy-five (75) hours per two week period, exclusive of the 1 hour unpaid meal period per tour. It is understood that the normal hours of work for the day shift shall have the majority of hours between 0800 and 1630.
  - (c) nurses shall be entitled to a 15 minute paid rest period in each half of the normal tour.
  - (d) A nurse must notify her Supervisor or designate as soon as she becomes aware that she may be unable to take her normal meal period due to the requirements of providing patient care. The Supervisor or designate may adjust the nurse's case load to allow for a meal period, or such nurse shall be paid one and one-half times her regular straight time hourly rate

for time worked in excess of her normal daily hours as a result of missing her meal period.

- 18.02
- (a) The work schedule shall be posted two weeks in advance and shall cover a six (6) week period. Any request for time off must be submitted in writing ten (10) calendar days in advance of the posting.
  - (b) Split tours may be scheduled if the nurse is in agreement.
  - (c) The posted work schedule shall provide a minimum of 16 hours off between scheduled tours.
  - (d) A nurse shall not be scheduled to work more than seven consecutive tours except by mutual consent between the Employer and nurse concerned.
  - (e) A nurse's scheduled tours on a posted work schedule shall not be changed to other tours (e.g. days to evenings) without her consent. Where nurses are scheduled permanent days or evenings, the Employer will not change the nurse's schedule without her consent.
  - (f) A request for an exchange of tours set out in the posted time schedule must be submitted in writing 24 hours in advance of the exchange and signed by the nurses requesting the exchange. It is understood and agreed that such requests for exchange shall be subject to the approval of the immediate supervisor, shall not be unreasonably denied and shall not result in any premium payment.
  - (g) Weekend Duty
    - i) Full-time nurses will not be required to work more than one (1) weekends in two (2).
    - ii) Once the employer has made every reasonable effort to schedule full-time as per i) above, and where operationally required, full-time nurses may be required to work one (1) in every two (2) weekends.
    - iii) Part-time nurses will not be scheduled to work more than one (1) weekend in two (2).
    - iv) A weekend shall be defined as commencing at 1630 hours on Friday and ending at 0800 hours on Monday.
  - (h) Christmas/New Year's
    - i) In order to accommodate the Christmas/New Year's scheduling, normal scheduling provisions shall not operate during the period 15 December to January 7th.

- ii) A nurse shall not be scheduled to work both Christmas and New Year's.
  - iii) The employer will endeavour to schedule a nurse off for 5 consecutive days over Christmas or New Years. At least 3 consecutive days off will be scheduled. Such days shall be provided through a combination of designated holidays and regularly scheduled days off.
  - iv) "Christmas" shall include Christmas Day, and Boxing Day. "New Year's" shall include New Year's Eve day and New Year's Day.
- (i) Part-time nurses shall be available on the following basis:
- i) Five (5) tours per two-week period, exclusive of any approved leave of absence; and
  - ii) One weekend in two;
  - iii) designated holidays-which shall be equitably distributed among the part-time nurses in the bargaining unit; and
  - iv) up to five tours over Christmas or New Years.
- (j) The Employer agrees to schedule part-time nurses up to their committed hours by seniority. Where extra tours become available, they will first be offered on the basis of seniority to regular part-time nurses; provided that no nurse will exceed her commitment as a result of being offered such extra tours where there are regular part-time nurses who have not been offered their commitment of shifts.
- (k) Where no part-time nurse is willing to perform the available work, extra tours will be offered to casual part-time nurses on the basis of seniority and availability.
- (l)
- i) It is expected that, in order to remain current, a casual nurse shall provide availability. Such availability shall be submitted at least two (2) weeks prior to the posting of the schedule, in accordance with 18.02 a).
  - ii) Casual nurses shall not be pre-scheduled on the work schedule when it is posted, but may be called in advance of the day on which they are needed if there are no part-time nurses available. However they may be pre-scheduled during the months of July and August and between December 15 and January 10 when no part-time nurse is available.
  - iii) Casual employees who have been offered and accepted shifts based on their availability cannot cancel such shifts and the



process for exchanging a scheduled shift in Article 18.02 (f) is to be followed.

- iv) Except in the case of an approved leave of absence, a casual nurse who has not provided availability, or has been offered shifts based on her identified availability and has not worked, for a period in excess of two (2) months, will be removed from the casual list.

(m) Cancellation Guidelines

- i) The employer agrees that if a nurse is to be cancelled for all or part of a scheduled tour, as much notice as possible will be given to that nurse. When a nurse who is scheduled for a dayshift is to be cancelled, she will be notified prior to the close of business (1700 hours) on the previous day.
- ii) If a nurse is to be cancelled for all or part of a scheduled shift due to lack of work, the most junior nurse (starting with casual, then part-time then full-time) on the applicable seniority list, who is working in the affected team or geographic area, will be cancelled, subject to considerations of continuity of care, specific client needs and qualifications.

(n) Short Shifts

- i) Fluctuations in work volumes may require nurses to work shifts of less than the normal daily hours (short shift). If a work schedule is for a short shift, then it will be assigned to the most junior nurse on the applicable seniority list, who is working in the affected team or geographic area, subject to reasonable considerations of continuity of care, specific client needs and travel. Casual nurses would be cancelled first in reverse order of seniority.
- ii) Where a nurse who has a short shift or has a period of time between the end of one (1) visit and the beginning of another is required to remain available to the Employer for reassignment, the Employer shall pay the nurse at straight time hourly rate for such waiting periods. The Employer may require that the nurse perform other related duties during the waiting period. Where the Employer does not require the nurse to remain available for reassignment, the nurse may choose to either not be paid for such waiting time and take this period as a personal off duty time, or to utilize compensatory time or vacation credits to provide a full day's pay.

## **ARTICLE 19 - OVERTIME AND PREMIUM PAYMENT**

- 19.01 (a) A nurse will not be scheduled or required to work in excess of normally scheduled hours or days without her consent. A full-time nurse shall have the option of selecting compensation or time off at the appropriate premium rate in lieu of payment. Time off must be taken within four (4) pay periods of the time owed. A part-time nurse will receive pay only. Premium payment shall be paid as follows:
- i) work in excess of seven and one half (7.5) hours in a standard day or seventy-five (75) hours biweekly shall be compensated at the rate of time and one half (1½) of the nurse's regular straight time hourly rate;
  - ii) the nurse is pre-authorized by her Supervisor to work overtime;
  - iii) time up to and including fifteen minutes shall not be counted;
  - iv) time in excess of fifteen minutes shall be counted as total time worked;
  - v) Nurses shall not claim any overtime as a result of missing paid rest periods.
  - vi) Where a nurse works overtime as set out above, the nurse shall be paid one and one-half times the nurse's regular straight time hourly rate for the overtime worked. Overtime premium shall not be duplicated for the same hours worked, nor shall overtime be pyramided with any other premiums payable.
- (b) When a nurse calls for authorization of overtime, the Supervisor or designate will approve or deny the request at the time of the call.
- (c) Notwithstanding 19.01(a) a nurse may, with the approval of her manager, flex the start time and length of tour, provided the needs of the caseload are met and the hours worked do not exceed the normal hours of work in a two (2) week period. Such daily flexing of length of tour shall not result in any overtime payment or compensatory time accumulation.

### 19.02 Call-In Pay

- (a) Where an employee has arrived at her residence following the completion of her regular shift or where a nurse is called in from on-call and is required to report back to work before commencement of her next scheduled shift, the nurse shall be paid time and one-half (1½) her regular hourly rate for all hours worked with a minimum guarantee of three (3) hours pay at her regular straight time hourly rate except to the extent that such three (3) hour period overlaps or extends into her regularly scheduled shift. In such case, she would receive time and one-half (1½) her regular straight time hourly rate for actual hours worked up

to the commencement of her regular shift. The guarantee of a minimum of three (3) hours pay will apply only to the first call out made by an individual nurse between 1630 and midnight and again between midnight and 0830. Any subsequent call outs between 1630 and midnight and midnight and 0830 will be paid at the rate of time and one-half (1½) for actual hours worked.

- (b) A nurse who is required to remain available for duty on-call outside her regularly scheduled working hours shall receive on-call pay in the amount of two dollars (\$2.00) per hour for the period of on-call scheduled by the Employer. Where such on-call duty falls on a paid holiday, the nurse shall receive on-call pay in the amount of two dollars and forty-five cents (\$2.45) per hour. On-call pay shall, however, cease where the nurse is called in to work and works during the period of on-call.
- (c) An employee on on-call who is called back to work shall be compensated in accordance with the call back provisions in Article 19.02 (a).
- (d) A nurse who is required to remain on-call during her regularly scheduled working hours shall receive on-call pay in the amount of one dollar and eighty cents (\$1.80) per hour for the period of on-call.
- (e) On-call will be equitably distributed among all nursing staff.

19.03

- (a) A nurse who is called in or reports for work as scheduled and is not required to work, shall receive a minimum of three (3) hours of pay at the regular straight time hourly rate. Nurses who are required to come into work by the Executive Director or the Nursing Supervisor or designate with less than one (1) hour's notice, and who are consequently unable to arrive for work until after the tour has commenced shall be paid as though they had worked from the beginning of the tour.
- (b) When a nurse is assigned standby and receives a telephone call that requires telephone consultation and does not require the nurse to attend to a patient, the nurse shall be paid her regular straight time hourly rate for the duration of any call exceeding fifteen (15) minutes, including the completion of related paperwork. Such telephone consultation will not be considered call-back nor be used to calculate hours of work earned toward overtime in the day/pay period.

## **ARTICLE 20 - GROUP BENEFIT AND PENSION PLAN**

20.01

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

- (a) The Employer agrees to pay one hundred percent (100%) of the billed premium towards coverage of eligible nurses in the active employ of the Employer for a group life insurance plan as provided under the VON Canada Flex Group Benefits Plan.
- (b) A nurse may elect to purchase additional voluntary life insurance and accidental death and dismemberment insurance in accordance with the terms of the plan.
- (c) The Employer agrees to contribute fifty percent (50%) of the billed premium towards coverage of eligible nurses in the active employ of the Employer under the Extended Health Care Plan as provided by the VON Canada Flex Group Benefits Plan.
- (d) The Employer agrees to contribute fifty (50%) of the billed premium towards coverage of eligible nurses in the active employ of the Employer under the Dental Plan as provided by the VON Canada Flex Group Benefits Plan.

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

- 20.02 (a) The Employer shall make available information booklets outlining all of the provisions in the benefit plans defined in Article 20 inclusive. Upon request, the Employer will make the plans available to the Union for inspection.
- (b) The Employer shall notify the Union of the name(s) of the carrier(s) which provide the benefit plans defined in Article 20. The Employer shall also provide the Union with a copy of all current information booklets provided to the nurses. The Plan set out above shall include family benefits. The benefits are for all nurses.
- 20.03 (a) Each full-time nurse shall accumulate sick leave credits at the rate of one and one half (1½) days per month of service up to a maximum of one-hundred and twenty (120) working days. Sick leave credits for nurses who work half time or more are accrued on a pro rata basis. No cash payments for sick leave time shall be paid out upon termination.
- (b) Such credits shall be accumulated from the beginning of the first complete calendar month after the commencement of employment and such credits can be used, if available, after the probationary period.
- (c) The Employer shall provide each nurse with a statement of sick leave credits semi-annually, at the end of March and the end of September.

- (d) Full-time employees are required to participate in the Long-term Disability Plan as provided under the VON Canada Flex Group Benefits Plan, subject to its terms and conditions, on the basis of one hundred percent (100%) employee paid premiums.
- (e) When a nurse is on leave of absence without pay for a period which exceeds thirty (30) continuous calendar days, she will become responsible for full payment of any subsidized employee benefits in which she is entitled to participate during the period of absence. She may arrange with the Employer to prepay the full premium of any applicable subsidized benefits during the leave to ensure her continuing coverage subject to the approval of the carrier.

In the case of unpaid leaves of absence because of pregnancy or parental leave or when a nurse is in receipt of WSIB benefits, the Employer will continue to pay its share of the premium of any subsidized employee benefits for a maximum of fifty-two (52) weeks in the case of pregnancy/parental benefits, unless the nurse indicates in writing that she does not wish to continue her participation in the benefit plans, and for a maximum of one (1) year in the case of WSIB benefits unless the nurse does not pay her share of the premiums.

20.04 The employee will provide a medical certificate upon return to work when she/he has been absent from work due to illness for three (3) or more consecutive days. The Employer will bear the costs associated with such requests.

It is understood that any such certificate is only required to state that the nurse was attended to by the medical practitioner and whether and when she is fit to work.

- 20.05 (a) All full-time nurses who are presently enrolled in the Employer's pension plan shall maintain their enrolment in the Plan subject to its terms and conditions. New full-time nurses and 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 in accordance with its terms and conditions.
- (b) Part-time nurses may participate in the VON Canada Pension plan in accordance with its terms and conditions.

## **ARTICLE 21 - PROFESSIONAL RESPONSIBILITY**

21.01 In the event that the Employer assigns a number of clients or a workload to an individual nurse or a group of nurses such that she or they have cause to believe that she or they are being asked to perform more work than is consistent with proper client care, she or they shall:

Submit the complaint to the immediate supervisor forthwith. Failing settlement, she may complain in writing to the Labour-Management Committee within fifteen (15) calendar days of the alleged improper assignment. The Chairperson of the Labour-Management Committee shall convene a meeting of the Labour-Management Committee within ten (10) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.

## **ARTICLE 22 - ORIENTATION AND INSERVICE**

- 22.01 In its aim to provide highest quality visiting nursing care VON recognizes the need for programs to assist the nurses' professional growth. These shall include:
- (a) a staff in-service program;
  - (b) when a nurse is on duty and required by VON to attend any in-service program during her regularly scheduled working hours, she shall not lose her regular straight time earnings;
  - (c) when a nurse is required by VON to attend any in-service program, conference or workshop outside her regularly scheduled working hours, she shall be paid for time spent in attendance at such program at her regular straight time hourly rate of pay. If a mandatory certification or in-service program is not available through the Employer, costs in obtaining this mandatory program will be covered by the employer.
  - (d) Available in-service programs, workshops and conferences will be posted so that members may apply to attend. Nurses will be given the opportunity to attend in a fair and equitable manner.

## **ARTICLE 23 – WORKPLACE SAFETY & INSURANCE BOARD/MODIFIED WORK**

### 23.01 Modified Work

- (a) The Employer will notify the Local Nurses' Association of the names of all nurses off work due to work related injury (whether or not the nurses are in receipt of WSIB Benefits) and those on LTD by the 15th of each month.
- (b) The Employer agrees to provide the nurse with a copy of the Workplace Safety and Insurance Board Form 7, at the same time it is sent to the Board.

The Employee shall also supply the Employer with a copy of the Form 6 at the same time it is sent to the Board.

- (c) Prior to any nurse returning to work on a modified work program, the Employer will notify and meet with a staff representative of the Ontario

Nurses' Association and a member of the Local Executive, within five (5) working days, to discuss a back to work program for the nurse. The unavailability of a staff representative of the Association shall not delay such meeting.

#### 23.02 Modified Work/Return to Work Programs

The Employer and the Association recognize the purpose of modified work/return to work programs, is to provide fair and consistent practices for accommodating nurses who have been ill, injured or permanently disabled, to enable their early and safe return to work.

The parties undertake to provide safe and meaningful employment for both permanently or temporarily disabled nurses based on the following principles:

- (a) A nurse has the right to employment following an injury or illness if the Employee is able to perform either the essential duties of their pre-injury/illness job or any other suitable modified work.
- (b) A nurse participating in this program will be paid their applicable hourly rate in accordance with the Collective Agreement or at the rate of the accommodated job, whichever is higher.
- (c) A nurse with a disability has the right to have the work or workplace modified to accommodate their needs in order to facilitate an early and safe return to work to their pre-injury/illness job or other suitable work.
- (d) A nurse with a disability, whose pre-injury/illness job cannot be accommodated to allow them to perform the essential duties of that particular job, shall be offered alternative suitable work. Every attempt will be made to offer alternative work that is comparable in nature and salary to the pre-injury/illness employment.
- (e) In order to return a worker with a disability to her/his pre-injury/illness job, appropriate accommodation may include, but is not limited to modifications to the job or work station, reorganization of the work, provision of additional staff and/or retraining of the worker in order to perform the essential duties of the pre-injury/illness job or alternative suitable work.

### **ARTICLE 24 - MISCELLANEOUS**

24.01 Prior to effecting any changes in the Employer's policies or rules, which would affect nurses covered by this agreement, the Employer will first discuss such proposed changes with the Association and provide copies to the Association.

24.02 The Employer shall provide a bulletin board in the staff room for the sole use of the Association.

- 24.03 A copy of this agreement in a mutually agreed form will be issued to each nurse now employed and as employed. The cost of printing this agreement shall be equally shared between the Association and the Employer.
- 24.04 Nurses shall be paid every two (2) weeks and shall receive an electronic itemized statement, via email, setting out wages, overtime, and other supplementary pay and deductions on each pay. Pay shall be deposited into a bank account as designated by each employee. Nurses leaving the employ of VON shall be paid all outstanding amounts on her final pay.
- 24.05 Where a nurse's pay cheque is incorrect, the Employer will pay the nurse the difference on the next pay cheque.
- 24.06 Each nurse shall keep the Employer informed of changes to relevant employment information.
- 24.07 If requested by the employer, the Site agrees to pay for the physician's fee for any examination it requires where the fee is not payable by the nurse's Health Insurance Plan.
- 24.08 (a) The employer undertakes to notify the Union in advance, so far as practical, of any technological changes which the Employer has decided to introduce which will significantly change the status of the nurses within the Bargaining Unit.
- (b) The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of the nurses and to consider practical ways and means of minimizing the adverse effect, if any, on the nurses concerned.
- (c) Nurses who are subject to layoff due to technological change will be given notice of such lay-off at the earliest reasonable time and in keeping with the requirements of the applicable legislation and the provisions of Article 14 will apply.
- 24.09 Where computers are introduced into the workplace and nurses are required to utilize those computers in the course of their duties, the Employer agrees that necessary computer training will be provided at no cost to the nurses involved.

## **ARTICLE 25 - TRANSPORTATION ALLOWANCE**

- 25.01 (a) Nurses who are working away from their home base and who are caught in inclement weather conditions that prevent their return to their home shall be provided with adequate accommodations and meals until the danger of travel is over.



- (b) If during field duties, weather conditions preclude the continuation of duties, the nurse may upon receiving permission return to the office or her home. Such permission will not be unreasonably denied.
- (c) A nurse shall not lose salary or benefits in the case of extreme inclement weather.

- 25.02 The Employer will pay for the rental of a car and all other reasonable related expenses, i.e. gas receipts, insurance, drop-off charges, for business purposes when the employee's own car is under repair and the destination is not readily accessible by public transportation nor convenient in terms of time. This will apply to a maximum of one (1) occurrence per year upon approval of the Executive Director.
- 25.03 The Employer agrees to provide paid parking to all nurses who are required to pay for parking in the performance of their duties outside the Site Office.
- 25.04 Effective the beginning of the first full pay period following the date of ratification, all nurses will receive a rate of forty-two (\$0.42) cents per kilometre for each kilometre driven on VON business, or the VON Corporate kilometre rate, whichever is higher. Payment for kilometres starts and ends from the first and last client visit. If the first or last visit is out of town, payment starts and ends at the VON Office.

## **ARTICLE 26 - COMPENSATION**

- 26.01 All nurses shall be compensated for their services in accordance with Appendix 1.
- 26.02 All nurses shall be compensated for their travel and visit time, mileage and other expenses for any "not seen/not found" clients under the following conditions:
- (a) visit was confirmed with the nurse the day of visit, and
  - (b) the CCAC will be paying the site for the visit.
- 26.03
- (a) A graduate nurse in the employ of the Employer upon presenting proof of current Certificate of Competence by the College of Nurses' of Ontario shall be given the salary of the registered staff nurse as provided in this article retroactive to the date of successfully passing the certification examination or the date of last hire, whichever is later.
  - (b) A non-registered practical nurse in the employ of the Employer upon presenting proof of current Certificate of Competence by the College of Nurses' of Ontario shall be given the salary of the registered practical staff nurse as provided in this article retroactive to the date of successfully passing the certification examination or the date of last hire, whichever is later.

(c) Nurses will be paid for all approved hours of work.

- 26.04 A nurse who is designated to temporarily relieve the Nurse Manager shall be paid one dollar and seventy-five cents (\$1.75) per hour for each hour so worked in addition to her regular rate of pay.
- 26.05 A claim for recent related clinical experience, if any, shall be made in writing by the nurse at the time of hiring. The nurse shall co-operate with the Employer by providing verification of previous experience so that her recent related clinical experience may be determined and evaluated during her probationary period. Such salary adjustments shall be retroactive to date of hire. Having established the recent related clinical experience, the Employer will credit a new nurse with one (1) increment level for each one (1) year of related clinical experience up to the maximum level.
- 26.06 A shift premium of fifty-five cents (\$0.55) per hour will be paid for all hours worked on the evening shift and seventy-five (\$0.75) for all hours worked on the night shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift.
- 26.07 A nurse shall be paid a weekend premium of fifty-five cents (\$0.55) per hour for each hour worked between 1630 hours Friday and 0800 hours Monday.
- 26.08 Weekend and shift premium is not payable for hours for which the nurse is being paid at a premium rate, nor shall there be any pyramiding with respect to any other premiums payable under the provisions of the Collective Agreement. If two (2) or more premiums apply to the same hours, the higher premium will be paid.
- 26.09 Grid Advancement
- Each full-time nurse shall be advanced from her present level to the next level set out in the wage grid twelve months after she last advanced. If a nurse's absence without pay from VON exceeds thirty consecutive calendar days, her advancement date will be extended by the length of such absence.
- Each part-time and casual nurse shall advance from her present level to the next level set out on the wage grid after she has worked 1725 hours. Notwithstanding Article 26, effective June 30, 1997, a part-time or casual nurse shall advance from her present level to the next level set out on the wage scale after she has worked 1500 hours.
- 26.10 When a new classification in the bargaining unit is established by the Employer or the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, or where a nurse alleges she has been improperly classified, the Employer shall advise the Association of such new or changed classification and the rate of pay established. If requested, the Employer agrees to meet with the Association to review the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the

Association challenges the rate established by the Employer and the matter is not resolved following any meeting with the Association, a grievance may be filed at Step #2 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.

- 26.11 In lieu of the benefits set out in Article 16.01 (a), 20.01, 20.03 and 20.05, part-time and casual nurses shall receive an amount equal to ten and one half (10.5) percent of their straight time hourly rate. Such amount shall not be included in the base used for the purposes of calculating any premiums nor shall it be paid on any overtime or premium hours worked. Part-time and casual nurses who participate in the pension plan shall have the percentage in lieu reduced by two percent (2%). In addition, part-time and casual nurses who are eligible to participate in the insured benefit plans shall have their percentage in lieu reduced by two percent (2%).

#### **ARTICLE 27 - DURATION**

- 27.01 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.
- 27.02 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.

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

FOR THE EMPLOYER

"S. Goodwin"

"S. Rath-Wilson"

\_\_\_\_\_

\_\_\_\_\_

FOR THE UNION

"E. Bruce"  
Labour Relations Officer

"S. Nascimento"

\_\_\_\_\_

\_\_\_\_\_

**APPENDIX I****SALARY SCHEDULE**

Effective the beginning of the first full pay period following the date of ratification, all classifications and levels will receive an increase of 1%.

<b>REGISTERED NURSE (RN)</b>			
		Effective April 1, 2015	Effective Date of Ratification
START	HOURLY	\$24.67	\$24.92
LEVEL 1	HOURLY	\$25.92	\$26.18
LEVEL 2	HOURLY	\$26.95	\$27.22
LEVEL 3	HOURLY	\$28.36	\$28.64
LEVEL 4	HOURLY	\$29.78	\$30.08
LEVEL 5	HOURLY	\$30.57	\$30.88
LEVEL 6	HOURLY	\$31.88	\$32.20
LEVEL 7	HOURLY	\$32.64	\$32.97
LEVEL 8	HOURLY	\$33.93	\$34.27
LEVEL 9	HOURLY	\$35.57	\$35.93

<b>REGISTERED PRACTICAL NURSE (RPN)</b>			
		Effective April 1, 2015	Effective Date of Ratification
LEVEL 1	HOURLY	\$19.28	\$19.47
LEVEL 2	HOURLY	\$19.96	\$20.16
LEVEL 3	HOURLY	\$20.66	\$20.87
LEVEL 4	HOURLY	\$21.31	\$21.52
LEVEL 5	HOURLY	\$21.99	\$22.21
LEVEL 6	HOURLY	\$22.70	\$22.93
LEVEL 7	HOURLY	\$23.37	\$23.60

<b>B.ScN/PHN</b>			
		Effective April 1, 2015	Effective Date of Ratification
START	HOURLY	\$26.47	\$26.73
LEVEL 1	HOURLY	\$27.70	\$27.98
LEVEL 2	HOURLY	\$28.84	\$29.13
LEVEL 3	HOURLY	\$30.06	\$30.36
LEVEL 4	HOURLY	\$31.29	\$31.60
LEVEL 5	HOURLY	\$31.76	\$32.08
LEVEL 6	HOURLY	\$32.50	\$32.83
LEVEL 7	HOURLY	\$33.12	\$33.45
LEVEL 8	HOURLY	\$33.93	\$34.27
LEVEL 9	HOURLY	\$35.57	\$35.93

NURSE COORDINATOR			
		Effective April 1, 2015	Effective Date of Ratification
START	HOURLY	\$27.63	\$27.91
LEVEL 1	HOURLY	\$29.04	\$29.33
LEVEL 2	HOURLY	\$30.17	\$30.47
LEVEL 3	HOURLY	\$31.77	\$32.09
LEVEL 4	HOURLY	\$33.34	\$33.67
LEVEL 5	HOURLY	\$34.21	\$34.55
LEVEL 6	HOURLY	\$35.69	\$36.05
LEVEL 7	HOURLY	\$36.55	\$36.92
LEVEL 8	HOURLY	\$37.99	\$38.37
LEVEL 9	HOURLY	\$39.84	\$40.24

**LETTER OF UNDERSTANDING**

Between:

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

And:

**VICTORIAN ORDER OF NURSES FOR CANADA-ONTARIO BRANCH  
PORCUPINE SITE – THE CITY OF TIMMINS**  
(hereinafter referred to as "the Employer")

**RE: SHIFT NURSING**

---

1.0 Nurses working in the shift nursing program will be covered by the Collective Agreement except where modified by this agreement.

- (a) Article on Hours of Work, Scheduling, Vacation, Compensation and Weekend Work will not apply to Shift Nursing.
- (b) Shift Nursing will be defined as nursing care required to meet the needs of a single client at a time. A shift ranges in length from three (3) to twelve (12) hours. The hours of each shift will be determined by client need. The working day for each nurse shall start and end in the client's home.
- (c) For assignments longer than two weeks, nurses in the Shift Nursing Program may be expected to work alternate weekends.
- (d) Assignments will be made in order to provide continuity of care to the client. Assignments will be based on availability, skills, experience and when all this is equal, seniority.

2.0 Compensation

- (a) Effective the date of ratification, compensation will be in accordance with the current Salary Scale at Appendix 1.
- (b) Nurses in the Shift Nursing Program shall receive ten and one half percent (10.5%) paid on their regular straight time hourly rate in lieu of benefits and percentage for vacation according to the Collective Agreement. Such amount shall not be included in the base used for the purpose of calculating overtime.

... /2

Letter of Understanding RE: Shift Nursing - VON Porcupine Site Hwy 11 & City of Timmins

---

3.0 Premium Pay

All time worked in excess of seventy-five (75) hours in a two week period shall be considered as overtime and shall be paid at a rate of time and one half (1½).

4.0 Cancellation

Nurses who are assigned to Shift Nursing can be cancelled up to two (2) hours in advance of assigned hours of work without penalty.

5.0 Reporting Pay

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

6.0 Incumbents

Incumbents on staff as of April 20, 1997 shall be maintained at their current hourly rates of pay.

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

FOR THE EMPLOYER

"S. Goodwin"

"S. Rath-Wilson"

\_\_\_\_\_

\_\_\_\_\_

FOR THE UNION

"E. Bruce"  
Labour Relations Officer

"S. Nascimento"

\_\_\_\_\_

\_\_\_\_\_



**LETTER OF UNDERSTANDING**

Between:

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

And:

**VICTORIAN ORDER OF NURSES FOR CANADA-ONTARIO BRANCH  
PORCUPINE SITE – THE CITY OF TIMMINS**  
(hereinafter referred to as "the Employer")

**RE: NURSE PRACTITIONERS**

---

- 1.0 Registered Nurses (Extend Class) working in the Nurse Practitioner program will be covered by this Collective Agreement except where modified by this agreement.
- (a) Articles on Hours of Work, Overtime and Premium Payment, Transportation Allowance and Compensation will not apply.
  - (b) In the current collective agreement the Articles referred to in (a) above include Articles 18, 19, 25 and 26.
  - (c) Nurse Practitioners will self-schedule their daily and weekly hours of work, subject to the approval of the Executive Director, in accordance with their authorized hours of work.
  - (d) Nurse Practitioners will be deemed to be either part-time or full-time employees based on their authorized hours of work.
- 2.0 Compensation
- (a) The hourly rate of pay for Nurse Practitioners is \$44.23.
  - (b) If during the term of this agreement the Ministry of Health and Long Term Care approves and funds an increase to the hourly rate set out in (a) above, Nurse Practitioners currently being paid an hourly rate below the new Ministry approved rate will be adjusted accordingly.
  - (c) Full-time Nurse Practitioners shall participate in the VON Pension Plan and insured benefits plans. Part-time Nurse Practitioners shall receive ten and one half percent (10.5%) paid on their regular straight time hourly rate in lieu of pension, insured benefits, sick leave and paid holidays. Part-time Nurse Practitioners who participate in the pension plan shall have the percentage in lieu reduced by two percent (2%). In addition, part-time Nurse Practitioners who are

eligible to participate in the insured benefit plans shall have their percentage in lieu to reduced by two percent (2%).

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

FOR THE EMPLOYER

"S. Goodwin"

"S. Rath-Wilson"

\_\_\_\_\_

\_\_\_\_\_

FOR THE UNION

"E. Bruce"  
Labour Relations Officer

"S. Nascimento"

\_\_\_\_\_

\_\_\_\_\_

**LETTER OF UNDERSTANDING**

Between:

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

And:

**VICTORIAN ORDER OF NURSES FOR CANADA-ONTARIO BRANCH  
PORCUPINE SITE – THE CITY OF TIMMINS**  
(hereinafter referred to as "the Employer")

**RE: VON COMMISSIONER PROCESS**

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

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

FOR THE EMPLOYER

FOR THE UNION

"S. Goodwin"

"E. Bruce"  
Labour Relations Officer

"S. Rath-Wilson"

"S. Nascimento"

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Appendix 2

### VON Commissioner Process

#### Grievance Commissioner

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

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

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

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

Dana Randall  
John Stout  
Christine Schmidt

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

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

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