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EFF.	96	04	01
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No. OF EMPLOYEES	170		
NOMBRE D'EMPLOYÉS	JF		

COLLECTIVE AGREEMENT

between

VICTORIAN ORDER OF NURSES  
OTTAWA-CARLETON BRANCH

AND

ONTARIO NURSES' ASSOCIATION

Expiry date: March 31, 1998

VONOT01.C-MS  
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## **ARTICLE 1- PURPOSE**

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

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Employer acknowledges that the Ontario Nurses' Association is certified as the bargaining agent for all registered and graduate nurses in the employ of the Victorian Order of Nurses, Ottawa-Carleton Branch, save and except Assistant Nursing Supervisors and persons above the rank of Assistant Nursing Supervisor.
- 2.02 All references to officers, representatives, and committee members of the Association in the Agreement shall be deemed to mean officers, representatives, and committee members of the Association's duly chartered local, namely: Local 74 - Ontario Nurses' Association. **All** correspondence sent by the Employer to the Association shall be sent to such chartered local.

## **ARTICLE 3 - MANAGEMENT FUNCTIONS**

- 3.01 The Employer retains the rights of management save insofar as they are modified by this Agreement. Without limiting the generality of the foregoing, the Employer retains the sole right to:
- (a) Direct the nurses, assign work, hire, discharge, classify, promote, demote, transfer, lay-off, suspend or otherwise discipline a nurse for just cause. A claim that a nurse has been improperly classified or has been demoted, suspended or otherwise disciplined, without just cause, may be subject of a grievance.
  - (b) Determine the methods, schedules, procedures, programs, locations, equipment, means of transportation while on duty, areas in which the nurses work, numbers of nurses and staff requirements.
  - (c) Make, enforce and alter from time to time reasonable rules and

regulations to be observed by the nurses, provided that such rules and regulations shall not be inconsistent with the provisions of the Agreement.

- (d) The Employer agrees that in exercising its rights as enumerated above, it shall not do so in a manner inconsistent with the Collective Agreement.

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

- 4.01 A full-time nurse is a nurse who works seven and one-half (7.5) hours in a day and seventy-five (75) hours in a two (2) week pay period.
- 4.02 A regular part-time nurse is a nurse who works on a predetermined schedule but works less than seventy-five (75) hours in a two (2) week pay period and is paid an hourly rate.
- 4.03 A casual part-time nurse is a nurse who works on an interim basis and is paid an hourly rate.
- 4.04 A registered nurse is defined **as** a nurse who is registered by the College of Nurses of Ontario in accordance with the Regulated Health Professions Act. A registered nurse is required to present her current Certificate of Competence to the Executive Director or designate upon renewal.
- 4.05 A graduate nurse is defined as **a** nurse with certification 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 twenty-four (24) months following date of hire. Where a nurse fails to complete certification requirements, **she/he** will be terminated and such termination shall not be the subject matter of a grievance or arbitration procedure.
- 4.06 The word "nurses" as when used throughout this Agreement shall mean persons included in the bargaining units outlined in Article 2.01.
- 4.07 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun, where the content so requires. Where the singular is used it may also **be** deemed to mean the plural.

## **ARTICLE 5 - NO DISCRIMINATION**

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

Sexual harassment is defined as:

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

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

## **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 lock-outs so long as this agreement continues to operate. The meaning of the words "strike" and "lock-out" shall be as defined in the Ontario Labour Relations Act.

## **ARTICLE 7 - ASSOCIATION SECURITY**

7.01 The Employer will deduct from each nurse covered by this agreement an amount equal to the regular monthly Association dues designated by ONA.

7.02 Such dues shall be deducted monthly and, in the case of newly employed nurses, such deductions shall commence in the month following their date of hire. There shall be no deduction from a part-time nurse in a month in which the nurse does not work.

7.03 The Association shall notify the Employer in writing of any changes in the amount of such regular Association dues at least one month prior to the effective date of such change.

7.04 The Employer will send to the Association monthly, its cheque for the dues so deducted, along with the list of the names and amount of such deductions for each nurse. The list shall show terminations, new hires, leaves of absences in **excess** of thirty days, and the social insurance number. A copy of this list will be sent to the Association.

7.05 The Association shall indemnify and save the Employer harmless from any claims from nurses as a result of dues having been collected in accordance with the terms of this agreement.

7.06 It is understood and agreed that the Employer **has** the responsibility *for* the deduction of dues.

7.07 The Employer shall provide each nurse with a T4 slip, showing the dues deducted in the previous year *for* income tax purposes.

7.08 The Employer will co-operate in the provision of access by the Association to the system by providing a mailbox for ONA, for the sole purpose of notification of



members regarding Association related matters. No nurse will be reprimanded for leaving a message on a nurse'(s) or team's voice mail when such message pertains to notification regarding Association related matters. The Association shall abide by the procedures established for the system. There shall be no additional cost to the branch.

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

### 8.01 Nurse Representatives

The Employer agrees to recognize nurse representatives from each Nurse Manager district for the purpose of dealing with grievances and conducting Association interviews.

### 8.02 Grievance Committee

The Employer will recognize a Grievance Committee of two (2) Association members for the purpose of meeting with the Employer in the grievance procedure.

### 8.03 Association-Management Committee

There shall be an Association-Management Committee composed of three (3) Association Representatives, one of whom shall be part-time. The Committee shall meet every two months unless otherwise mutually agreed. Agenda items to be discussed shall be exchanged in writing at least five calendar days prior to the meeting. Meetings of this Committee will be to discuss matters of mutual concern, matters relating to VON nursing or matters relating to the interpretation or administration of the Agreement. The Committee shall promote and provide for effective and meaningful communication.

### 8.04 Negotiating Committee

The Employer agrees to recognize a Negotiating Committee composed of three (3) Association members for the purpose of negotiating renewals of the collective agreement.

### 8.05 Occupational Health & Safety Committee

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

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

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

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

- 8.06 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.
- 8.07 The parties recognize that a nurse representative has the responsibility to perform her regular duties and to represent employees on Association business. If a representative must leave her regular duties for any period of time in order to attend to Association business she will coordinate the time needed to fulfil these duties with her supervisor. Upon completion of her business the representative will inform her supervisor that she has returned.
- 8.08 Representatives of the Association shall be paid at their regular rate of pay for all time used during their regularly scheduled hours of work in attending meetings or for fulfilling other duties related to their responsibilities under the Collective Agreement.
- i) The Employer shall be required to pay nurses on the Negotiating Committee up to but not including conciliation;
  - ii) the Employer shall not be required to pay nurses on the Grievance Committee or the grievor for time spent at arbitration hearings.
- 8.09 The Association Committees shall have the right to have the assistance of representatives or consultants from or acting on behalf of the Ontario Nurses'

Association. The Employer shall also have such rights.

- 8.10 During the orientation period of newly hired nurses, a nurse representative will be allowed a fifteen (15) minute period of time within regular working hours to acquaint them with the Association. These interviews shall be scheduled in advance at a time mutually agreeable to the parties.

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

- 9.01 (a) A grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of this agreement.
- (b) At any stage of the grievance procedure, including the complaint stage, a nurse is entitled to be represented by her nurse representative.
- 9.02 It is the mutual desire of the parties that complaints and differences be dealt with in a quick fashion. A nurse will discuss her complaint with her supervisor within seven (7) calendar days after the circumstances have occurred or ought reasonably to have come to the attention of the nurse. The supervisor shall reply within five (5) calendar days. If the matter is not resolved, it shall be taken up as a grievance.

### **Step 1**

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

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

9.04 The arbitrator shall not be authorized to make a decision inconsistent with the provisions of this agreement, nor to alter, add to, or amend any part of this agreement.

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

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

9.07 Each of the parties will share equally the fees and expenses of the arbitrator.

9.08 Policy Grievance

A grievance arising between the Union and the Employer shall proceed to Step 1 within ten (10) calendar days of the circumstances giving rise to the grievance, or ought reasonably to have come to the attention of the Union.

9.09 Group Grievance

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

9.10 Discharge/Suspension Grievance

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

(b) In the case of suspension or discharge, the Employer shall notify the nurse that she may be represented by an Association Representative.

**ARTICLE 10 - SENIORITY**

10.01 Job Security:

- (a) Seniority for full-time nurses shall be defined as length of service with the Employer since date of last hire. A full-time year is 1950 paid hours.
- (b) Seniority for part-time nurses shall be based' on paid hours accumulated since date of last hire. It is recognized that fifteen hundred (1,500) hours paid will be the new equivalent to equal one (1) year of full-time service.

10.02 The probationary period for full-time nurses shall **be** four hundred and fifty (450) hours.

The probationary period for regular part-time nurses shall be four hundred and fifty (450) hours worked or six (6) months, whichever comes first.

**The** probationary period for casual part-time nurses shall be four hundred and fifty (450) hours worked or nine (9) months, whichever comes first.

The probationary period may **be** extended a further two (2) months by mutual consent.

10.03 A nurse who transfers from full-time to part-time status or vice versa shall not be required to serve a probationary period where she has previously completed a probationary period. Where no such probationary period has been served, the number of hours worked immediately preceding the transfer shall be credited towards the probationary period.

10.04 (a) The Employer will keep up to date separate seniority lists for full-time and part-time nurses and supply copies of the current lists to the Association once a year, in the month of February, and prior to any layoff.

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

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

- (a) On an approved leave of absence with pay;
  - (b) When on an approved leave of absence without pay not exceeding thirty (30) continuous calendar days;
  - (c) When in receipt of sick leave;
  - (d) When in receipt of Workers' Compensation for an injury sustained while in the employ of the VON;
  - (e) When on pregnancy/parental/adoption leave in accordance with the Employment Standards Act.
- 10.06 Seniority shall be retained but not accumulated when a nurse is absent from work under the following conditions:
- (a) When on an approved leave of absence without pay, exceeding thirty (30) continuous calendar days;
  - (b) When on **layoff** of up to 24 months;
  - (c) When absent on account of accident or illness non-VON work related and not in receipt of sick leave credits.
- 10.07 Seniority shall be lost and an employee considered terminated when a nurse is absent from work under the following conditions:
- (a) Retirement;
  - (b) Resignation;
  - (c) Discharge which is not overturned by the grievance/arbitration procedure;
  - (d) Laid off for more than 24 months;
  - (e) Fails, upon being notified of a recall, to signify her intention to return within five (5) calendar days after she has received her notice of recall mailed by registered mail to the last known address according to the records of the Employer and fails to report to work within seven (7) calendar days after she has received the notice of recall or such further

period of time as may be agreed upon by the employee and Employer;  
and

- (f) Fails to report to work as scheduled at the end of leave of absence, vacation or suspension unless there is a reasonable explanation given to the Employer, or utilizes a leave of absence for purposes other than that for which the leave was granted.

10.08 A nurse's full seniority and service shall be retained by the nurse in the event that she is reclassified from full-time to part-time or in the event she moves from casual to part-time or vice versa. A nurse whose status is changed from full-time to part-time shall receive credit for her full seniority and service on the basis of fifteen hundred (1,500) hours paid for each year of full time seniority or service. A nurse whose status is changed from part-time to full-time shall receive credit for her full seniority and service on the basis of one year of seniority or service for each fifteen hundred (1,500) hours paid. Any time worked in excess of an equivalent shall be prorated at the time of transfer.

10.09 Positions Outside the Bargaining Unit

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

10.10 Protection of Bargaining Unit Work

The Employer shall not contract out any work usually performed by members of this bargaining unit if, as a result of such contracting out, a lay-off of any employees follows. Contracting out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off is not a breach of this provision. This clause will not apply to the ad hoc use of agency or registry nurses for single shift coverage of vacancies due to illness or leaves of absence.

10.11 Layoff and Recall

- (a) Where there is a reduction in the workload resulting in a surplus of nurses, the Employer shall lay-off nurses in reverse order of seniority, within the team, and then in reverse order of seniority within the

bargaining unit provided the nurses remaining are qualified to perform the available work. Probationary nurses shall be laid-off first, followed by the most junior nurses. Layoff and recall rights of full-time nurses shall be separate from part-time nurses.

- (b) Nurses shall be recalled ~~in~~ order of seniority, provided that the nurse ~~is~~ qualified to perform the available work.
- (c) No reduction in the hours of work shall take place to prevent or reduce the impact of layoff.
- (d) A nurse on layoff will be given job opportunities (vacancies) before any new nurses are hired into that category.
- (e) No new nurse will be hired when there is a nurse on lay-off with the required skills and qualifications.
- (f) A reduction of the regular part-time staffing complement is considered a layoff.

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

- (a) provide the Association with no less than up to thirty (30) working days notice of such layoff and;
- (b) meet with the Association to review the following:
  - i) the reasons causing the layoff;
  - ii) the service which the Employer will undertake after the layoff;
  - iii) method of implementation including the areas of cutback and the nurses to be laid off; and,
  - iv) any other alternatives.
- (c) In the event of a cutback in service which will result in displacement of staff, the Employer will provide the Association with ~~up~~ to thirty (30) days notice. If requested, the Employer will meet with the Association Management Committee to review the reasons and expected duration of the cutback in service, realignments of service or staff and its effect on nurses in the bargaining unit.



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

10.13 Fluctuations

In the event of a reduction of work on a team where a regular part-time nurse is being cancelled, guidelines outlined in the Letter of Understanding for one day cancellations will be followed.

10.14 Termination of Service

- a) A full-time employee shall give at least one **(1)** month's written notice when desiring to resign. The regular vacation period is not considered in the time required for notice.
- b) A full-time employee who has been employed for three (3) months or more shall be given notice of termination of employment in accordance with the following:
  - i) An employee with less than five (5) years of service will receive four **(4)** week's notice in writing or **pay in lieu** thereof:
  - ii) An employee with five (5) years of service or greater will receive notice in writing or pay in lieu thereof in accordance with the Employment Standards Act.
- c) A nurse may be discharged for just cause without notice or pay in lieu thereof, notwithstanding the foregoing.

**ARTICLE 11 - JOB POSTINGS**

- 11.01 In the case of all vacancies and new positions in the bargaining unit, the Employer will post notice of such vacancy in each office for seven (7) calendar days prior to filling the position, in order that any interested nurse may apply. If no qualified nurse applies, then the Employer may hire a new nurse from outside the employ. The name of the successful applicant shall be posted by the Employer.

- 11.02 Nurses from within the bargaining unit shall be given the first opportunity to fill temporary vacancies. The Employer will outline the conditions and duration of such vacancies. Such temporary vacancy shall not exceed the time required to complete the specific circumstances which gave rise to the temporary vacancy.
- 11.03 Vacancies of less than sixty (60) calendar days will be covered by the team. In the event that the vacancy cannot be covered by the team, it will be offered to all part-time staff based on **seniority**. Should this temporary vacancy be elsewhere than the nurse's usual area of work, she will return to her usual area of work at the completion of the temporary vacancy provided the area of work still exists.
- 11.04 In assessing applicants for vacancies or new positions, the following factors shall be considered:
- (a) **skill**, ability, experience and qualifications; and
  - (b) seniority.
- When factors in (a) are relatively equal, (b) shall govern. The Employer shall not administer this provision in an arbitrary fashion.
- 11.05 A nurse may make written request for transfer to another region or area within the branch. Requests for transfer will be maintained by the Employer. Any such request shall be considered as a application for any job postings in the requested area.

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

- 12.01 Leave of absence without pay may **be** granted at the discretion of the Employer for education or personal reasons. Except in unusual circumstances **a** leave of absence other than for educational purposes will not be granted until one (1) year's continuous service has been completed.
- 12.02 All leaves of absence without pay of more than thirty (30) days shall **be** without accumulation of seniority, vacation, sick leave, or any benefits under this agreement. If a nurse wishes to remain in the group health insurance plan during her leave she may **do** so by prepaying full premiums to avoid the transfer out and in, subject to the approval of the carrier.
- 12.03 Leave for Association Business

Leave of absence without pay to attend Association business will be granted. The total of such days shall not exceed fifty (50) days per annum and no more than two (2) nurses from each office or branch to a maximum of four **(4)** nurses shall be absent from duty at any one time. During such leave of absence the nurses' salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

12.04 Leave - ONA Provincial Board of Directors

A nurse who is elected to the Board of Directors of the Ontario Nurses' Association, other than the office of President, shall be granted leave of absence without **pay**. Nurses shall continue to accrue seniority and service during such leave of absence. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer, and the Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

12.05 Leave - ONA Provincial President

A nurse elected to the office of President of the Ontario Nurses' Association shall receive a leave of absence for up to two years. This term can be extended to a second term. The nurse **shall** continue to accrue seniority and service during her absence. During such leave of absence, the nurse's salary and applicable benefits shall be maintained **by** the Employer and the Association agrees to reimburse the Employer the amount of the full cost of such salary and applicable benefits. The nurse agrees to notify the Employer of her intention to return to work at least four **(4)** weeks prior to the date of return.

12.06 Secondment/Special Projects

A nurse who has been granted approval by the Executive Director or her designate for a secondment in the Health Sector or to serve on special projects for the Association may be given a leave of absence without pay for a period of up to two **(2)** years.

There shall be no **loss** of seniority or service of such leave. Salary and applicable benefit arrangements will be maintained by the Employer. The Employer shall be reimbursed for the full cost of salary and applicable benefits by the Association or 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 four **(4)**

weeks prior to the date of such return,

12.07 Professional and Education Leave

Nurses may be granted leave(s) of absence with or without pay to attend workshops, seminars and short courses, which may be deemed beneficial to the nurse's professional development especially as it relates to her responsibilities. Selection shall be made in an equitable basis from nurses who make application to attend. Such leave is granted at the discretion of the Employer.

12.08 Jury/Witness Duty

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

12.09 Compassionate Leave

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

12.10 Pregnancy/Parental Leave

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

- (a) The service requirement for eligibility for pregnancy/parental leave shall be thirteen (13) weeks.
- (b) The nurse shall give written notification which shall include the expected date of return and a certificate from a legally qualified medical practitioner at least two (2) weeks in advance of the date of commencement of such leave. This notice will be waived in the event of pregnancy complications, premature birth or the sudden coming into care of an adopted child.
- (c) The nurse has the right to return to her former position, if it still exists, or to a comparable position, if it does not.
- (d) Each nurse/parent who has worked for the same Employer for thirteen (13) weeks shall be granted eighteen (18) weeks of unpaid parental leave. Natural mothers, if they take parental leave, must take it at the end of the pregnancy leave.

**All other parents must begin this leave not later than thirty-five (35) weeks after the child is born or comes into care.**

- (e) A nurse shall be permitted to commence her pregnancy leave at any time up to seventeen (17) weeks before the expected date of delivery.
- (f) A nurse shall continue to accumulate seniority service rights and shall continue to participate in the pension plan and group benefits plan unless she elects in writing not to do so.
- (g) Parents shall be defined to include adoptive parents and a person in a relationship of some permanence with the natural or adoptive mother or father of the child and who intends to treat the child as his or her own.
- (h) A nurse shall have the right to a personal leave of absence without pay to commence immediately following a parental/ pregnancy/adoption leave of absence, provided the sum of all such leaves of absence do not exceed twelve continuous months per pregnancy/adoption.
- (i) Effective date of ratification on confirmation by the Unemployment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on

maternity leave as provided under this Agreement who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 30 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Unemployment Insurance waiting period, and receipt by the Employer of the nurse's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment insurance pregnancy benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of fifteen **(15)** weeks. The nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The employee does not have any vested right except to receive payments for the covered unemployment period. The Plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

#### 12.11 Prepaid Leave

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

- (a) The plan is available to nurses wishing to spread four **(4)** year's salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four **(4)** years of salary deferral.
- (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 of the following year or such other twelve (12) month period as may be agreed upon by the nurse, the Local Association and the Employer.
- (e) During the four **(4)** years of salary deferral, 20% of the nurse's gross earnings will be deducted and held for the nurse and will not be accessible to her until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- (g) **All** deferred salary, plus accrued interest, if any, shall be paid to the nurse at the commencement of the leave or in accordance with such other payment schedule **as** may be agreed upon between the Employer and the nurse.
- (h) **All** benefits shall be kept whole during the four **(4)** years of salary deferral and the employee shall pay the required premiums. The employee may apply for a continuance of benefits for the year of leave and must pay both portions through the branch (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 holdback) during the four **(4)** years of salary deferral. During the year of leave, the employee's pension will be held in suspense, i.e. no contributions can be made.
- (j) Full-time nurses **will** not be eligible to participate in the long term disability plan during the year of leave.
- (k) During the year of leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave.

- (l) A nurse may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Executive Director or her designate. Deferred salary, plus accrued interest, if any, will be returned to the nurse, within a reasonable period of time.
- (m) If the nurse terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.
- (n) The Employer will endeavour to find a temporary replacement for the nurse as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the nurse as much notice as is reasonably possible. The nurse will have the option of remaining in the plan and rearranging the leave at a mutually agreeable time or of withdrawing from the plan and having the deferred salary, plus accrued interest, if any, paid out to her within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (o) The nurse will be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.
- (p) Final approval for entry into the pre-paid program will be subject to the nurse entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the nurse's pay. Such agreement will include:
  - i) A statement that the nurse is entering the pre-paid leave program in accordance with Article 12.11 of the Collective Agreement.
  - ii) The period of salary deferral and the period for which the leave is requested.

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



### **ARTICLE 13 - EMPLOYEE FILES**

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

### **ARTICLE 14 - HOURS OF WORK**

- 14.01 The following provisions are intended to designate normal hours of work on a daily tour and normal hours of work over the nursing schedule and shall not be construed to be a guarantee of hours of work to be performed on each tour or during each work schedule.
- (a) The normal daily tour worked shall be seven and one half (7.5) hours exclusive of unpaid breaks (inclusive of travel time).
  - (b) The normal hours of work shall average 75 hours per two week period.
  - (c) Whenever operational requirements permit, a nurse with the agreement of her Manager, may work a flexible hour day.
  - (d) It is recommended that a nurse schedule a rest period at the approximate mid-point of her tour.
  - (e) The daily and weekly hours of work for part-time nurses may vary from day to day and week to week.
  - (f) A regular part-time nurse will provide the Employer with a commitment

to work up to four **(4)** tours per week. A regular part-time nurse will also indicate the other tours on which she is available to work and shall be prepared to work should the need arise, unless the nurse provides twenty-four **(24)** hours advance notice that she is no longer available.

- (g) Regular part-time nurses will be scheduled for an average of one **(1)** three (3) weekends.
- (h) A part-time nurse may be hired to do weekend work only. This may include a paid holiday attached to a weekend. Such nurses will not be eligible for weekend premium payment. Such weekend nurses shall not work outside the normal weekend hours.
- (i) It is understood that casual nurses do not have normal hours of work.

#### 14.02 Evening Visiting Nursing

- (a) The normal hours of work for the evening visiting program have the majority of hours between 1600 hours to 2400 hours. Wherever operationat requirements permit, a nurse with the agreement of her supervisor may work a flexible hour day.
- (b) There shall be appropriate communications from the regularly scheduled team meetings to the evening nurses.
- (c) When a nurse in the evening visiting program is required to remain available until 2400 hours after her visiting assignment is complete, she will then be on standby time.

#### 14.03 Scheduling

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

- (a) The work schedule shall be posted four **(4)**weeks in advance and shall cover a four **(4)** week period.
- (b) Any request for time off must be submitted in writing one (1) week in advance of the posting of the schedule.
- (c) There shall be no split tours scheduled by the Employer, unless mutually agreed.
- (d) The approved posted schedule shall provide a minimum of 16 hours off between scheduled tours, unless mutually agreed,

- (e) A nurse shall not be scheduled by the Employer to work more than seven consecutive tours, unless mutually agreed. If a nurse is required to work on an eighth day the nurse shall be paid at one and one half (1½) times her regular straight time hourly rate.
- (f) A Nurse's scheduled tours on a posted work schedule shall not be changed by the Employer to other tours (e.g. days to evenings) without twenty-four (24) hours notice. The employer will not exercise this clause in an arbitrary manner.
- (g) A request for an exchange of tours set out in the posted time schedule must be submitted in writing and signed by the nurses requesting the exchange. It is understood that such request for exchange shall not result in any premium payment and will not be unreasonably denied.

#### 14.04 Weekend Duty

- (a) The scheduling of full-time and regular part-time nurses for weekend duty shall be on a rotational basis. Subject to changes in staff levels and caseloads, the Employer will schedule nurses to work according to the following:  
  
An average of one (1) weekend in three (3):
- (b) A weekend shall be defined as commencing 1630 hours Friday and ending at 0800 hours on Monday.

#### 14.05 Christmas/New Year's

- (a) In order to accommodate the Christmas/New Year's scheduling, normal scheduling provisions shall not operate during the period of December 15th to January 9th (first weekend after New Year).
- (b) A part-time nurse shall not be scheduled to work both Christmas and New Year's unless agreed otherwise.
- (c) A nurse who works Christmas shall be scheduled to be off for at least four (4) consecutive days over New Year's and vice versa. Such days shall be provided through a combination of designated holidays and regularly scheduled days off, mutually agreed between the employee and the Employer.
- (d) Christmas time shall include Christmas Day and Boxing Day.
- (e) New Year's time shall include New Year's Day.

**14.06**    Availability of Regular Part-time Nurses

- (a)    Regular part-time nurses will commit to work up to four **(4)** tours per week. The number of tours shall not be construed to be a guarantee of hours of work to be performed on each tour and during each work schedule;
- (b)    Weekend schedule as listed in Article **14.04** unless a nurse requests weekend work.
- (c)    Designated holidays shall be equitably distributed among the part-time nurses in the bargaining unit.
- (d)    Up to five (5) tours over Christmas or New Years.

**14.07**    Cancellation Guidelines

Visiting Nursing Program:

- (a)    In the event that work is not available for a scheduled part-time nurse, then that nurse will have first consideration for any extra work of up to equal length that may have arisen within her own team (such as **sick** leave replacement). If such work within her own team is not available, she will have the option of displacing the most junior nurse within the branch and she will be responsible for all travel costs to that assignment. This displacement will occur within the same tour, same day and same program.
- (b)    The cancellation notice will be given personally to the nurse where possible, but where the nurse cannot be contacted, the notice will be placed on her voice mail or pager (where applicable) or left with the answering service.
- (c)    Any nurse so displaced in (a) above, shall be notified of her cancellation immediately. Such cancellation shall not impose a requirement for minimum pay. Such displacement is not considered a layoff and is not an Employer cancellation.
- (d)    Eight (8) hours notice of cancellation initiated by the Employer shall be required to cancel any scheduled day tour, unless mutually agreed.
- (e)    Three (3) hours notice of cancellation initiated by the Employer shall be required to cancel any scheduled evening or night tour, unless mutually agreed otherwise by the employee and the Employer.

**ARTICLE 15 - PAID HOLIDAYS**

15.01 The following holidays will be recognized as paid holidays:

- |               |                  |
|---------------|------------------|
| New Years Day | Labour Day       |
| Good Friday   | Thanksgiving Day |
| Victoria Day  | Christmas Day    |
| Canada Day    | Boxing Day       |
| Civic Holiday | Easter Monday    |
|               | Remembrance Day  |

15.02 Holiday pay will be computed on the basis of the nurse's regular rate of pay

15.03 In the event that a full time nurse works on any of the foregoing designated holidays she shall be paid at the rate of one and one half times her regular straight time rate of pay for all hours worked on such holiday. In addition, she will receive an additional day off with pay.

15.04 A nurse who works Christmas Day/Boxing Day, shall not be required to work New Year's Day. The Employer will rotate the requirement to work Christmas Day/Boxing Day with New Year's Day on alternate years.

15.05 A part-time nurse shall be paid at the rate of time and one half her regular straight time hourly rate for all hours worked on the recognized holidays.

15.06 A tour that begins during the twenty-four (24) hour period of the above holidays, with the majority of hours worked to fall within the holiday, shall be deemed to be work performed on the holiday for the full period of the tour.

15.07 Where a holiday falls during a full-time nurse's scheduled vacation period, her vacation shall be extended by one day unless mutually agreed to schedule a different day off with pay. Where a holiday falls on a full-time nurse's scheduled day off, an additional day off with pay will be scheduled.

15.08 A nurse may accumulate up to two (2) lieu days which may be taken at her request, subject to service need, singularly or consecutively, or added to her vacation.

15.09 (a) A regular or casual part-time nurse who works on a holiday earns time and a half (1½) her regular rate.

(b) A regular part-time nurse who works on at least 12 days during the four weeks immediately preceding any holiday listed in 12.1 shall receive a day's pay for the statutory holiday.

**ARTICLE 16 - VACATIONS**

16.01 All full-time nurses on staff at April 1, 1997 shall be granted vacation with pay as follows:

- a) Less than fifteen (15) years of continuous employment - twenty (20) days;
- b) Fifteen (15) years and less than twenty-five (25) years of continuous employment - twenty-five (25) days;
- c) Twenty-five (25) years of continuous employment - thirty (30) days.

16.02 Part-time nurses on staff at April 1, 1997 shall be entitled to vacation pay in the following manner:

- twenty (20) day entitlement 8% of gross earnings
- twenty-five (25) day entitlement 10% of gross earnings
- thirty (30) day entitlement 12% of gross earnings

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

- (a) less than one (1) year of full time continuous employment - one point two five (1.25) days per month of full time continuous employment;
- (b) one (1) or more years but less than three (3) years of full time continuous employment - fifteen (15) days;
- (c) three (3) or more years but less than fifteen (15) years of full-time continuous employment - twenty (20) days;
- (d) fifteen (15) or more years but less than twenty-five (25) years of full-time continuous employment - twenty-five (25) days;
- (e) twenty-five (25) or more years of full-time continuous employment - thirty (30) days.

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

- (a) less than one (1) year of full-time continuous employment - four (4) percent;

- (b) one (1) or more years but less than three (3) years of full-time continuous employment - **six** (6) percent;
- (c) three (3) or more years but less than fifteen (15) years of full-time continuous employment - eight (8) percent;
- (d) fifteen (15) or more years but less than twenty-five (25) years of full-time continuous employment - ten (10) percent;
- (e) twenty-five (25) or more years of full-time continuous employment - twelve (12) percent.

16.03 For the purpose of vacation entitlement, service for those nurses whose status is changed from part-time to full-time or vice versa shall mean the combined service as a part-time and full-time nurse accumulated on a continuous basis. For the purpose of this article, fifteen hundred (1,500) hours of part-time service shall equal one ~~(1)~~ year of full-time service.

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

16.05 Requests for prime time summer vacation (June 15 to Sept. 15) shall be submitted in writing by March 15. The Employer will post the final vacation list by May 1st. All other vacation requests shall be submitted in writing at least one (1) month in advance, and the Employer shall reply to the request within one (1) week.

16.06 Vacation Scheduling:

- (a) The vacation quota shall not be unduly restrictive and shall only include members of the bargaining unit.
- (b) In the event of conflict, seniority shall govern with respect to scheduling of vacations.
- (c) **A** week of vacation shall be defined as seven (7) consecutive calendar days which includes five (5) vacation days and two **(2)** days off.
- (d) Vacation may commence on any day of the week.

- (e) Weekends prior to and following scheduled vacation will be scheduled Off.
- (f) Single vacation days may be granted **as long as** the nurse provides three (3) working days notice and subject to operational requirements.
- (g) Where an employee's scheduled vacation is interrupted due to hospitalization/serious illness which commenced prior to and continues into scheduled vacation period, the period of such illness may be considered sick leave. The portion of the employee's vacation which is deemed to be sick leave under this provision will not be counted against the employee's vacation credits.
- (h) Where a full-time nurse's scheduled vacation is interrupted due to a bereavement, the nurse shall be entitled to bereavement leave. The portion of the employee's vacation which is deemed to be bereavement leave under this provision will not be counted against the employee's vacation credits.
- (i) A nurse may not change her authorized vacation time without a written request from the nurse and the prior approval of the Employer.
- (j) The winter school break vacation shall be rotated among interested nurses.
- (k) The parties agree that annual vacation is intended to be taken in total each year. Where a nurse is unable to take her entire vacation entitlement, it shall be paid out at the fiscal year end.
- (l) Vacation may not be carried over from one (1) fiscal year to the next, except that a maximum of five (5) days may be carried over, with the written permission of the Executive Director or her designate.

## **ARTICLE 17 - SICK LEAVE**

- 17.01 Full-time nurses will accumulate sick leave on the basis of one and one half (1½) working days for each month of service up to a maximum of one hundred and twenty (120) days.
- 17.02 Sick leave credits will continue to accrue for all nurses during such time as the nurse may be absent on sick leave. Designated holidays and regular days off shall not form part of the illness period.
- 17.03 A nurse shall be entitled to an annual statement of her sick leave credit. This



statement shall be given to the nurse on or before the end of April of each year of her employment.

- 17.04 If a physician's certificate is requested, the Employer shall pay any fee for such certificate which is not payable by the nurses' health insurance plan.
- 17.05 Where applicable, a nurse who transfers from full-time to part-time status may have her unused sick leave credits restored to her, should she re-join the full-time staff without a break in service and within three (3) years.

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

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

- (a) All full-time nurses who are presently enrolled in the Employer's pension plan shall maintain their enrollment in the Plan. Full-time nurses employed, but not yet eligible for membership in the Plan, shall, as a condition of employment, enrol in the Plan when eligible.
- (b) Part-time nurses may participate in the VON Canada Pension Plan.

18.02 Workers' Compensation

- (a) The Employer shall provide coverage for nurses under the Workers' Compensation Act.
- (b) If a nurse is entitled to sick leave and elects to take Workers' Compensation benefits, she may in her discretion continue to draw her full salary, and the Workers' Compensation benefits shall be paid to the Employer and the Employer in such cases shall charge against her accumulated sick leave benefits an amount equal to the difference between Workers' Compensation benefits and the nurse's salary until her sick leave credit is exhausted.

18.03 Hospitalization

The Employer will pay 100% of the single or family premium (whichever is applicable) of Blue Cross semi-private coverage or comparable for full-time nurses.

For nurses who reside in the province of Quebec, the Employer shall contribute to the Quebec Blue Cross Plan on the same basis as indicated above, where

applicable.

18.04 Extended Health Care

The Employer agrees to contribute on behalf of each eligible full-time nurse 100% of the billed premium under a Standard Extended Health Care Plan with \$10 (single) and \$20 (family) deductible subject to the terms and conditions of such Plan.

18.05 Long Term Disability Plan

All eligible full-time nurses will participate in the L.T.D. Plan. The Employer agrees to contribute on behalf of each eligible full-time nurse 50% of the billed premium of a Long Term Disability Plan. The Plan shall provide a payment in the amount of 70% of monthly earnings.

18.06 Life Insurance

The Employer agrees to contribute on behalf of each eligible full-time nurse 100% of the billed premium of a life insurance and accidental death and dismemberment plan which provides coverage of all eligible full-time nurses to a value of 2X the annual salary of the nurse.

18.07 Dental Plan

The Employer agrees to contribute 50% of the billed premiums towards coverage of eligible nurses under the Blue Cross #7 Dental Plan or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) with a \$25/\$50 deductible.

18.08 The Employer shall continue to pay, for a period of up to two (2) years, its portion of the premium for benefit plans for eligible nurses who are on paid leave of absence or Workers' Compensation. Nurses who are on layoff may continue to participate in benefit plans, at their request, provided they make arrangements for payment of the full premium cost and provided that the layoff does not exceed one (1) year.

18.09 Retired nurses may continue to participate in the benefit plans which permit participation by a non salaried nurse. The nurses shall pay the cost of the premiums.

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

- 18.11 The Employer shall provide each nurse with information booklets outlining the current provisions in the insured benefit plans set out above. Upon request, the Employer will make the plans available to the Association for inspection.

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

- 19.01 The Employer and the Association recognize their joint responsibility and commitment to provide and participate in the professional development of staff.
- 19.02 In recognition of the importance of employees continuing professional development, the Employer will give special consideration to requests for special work arrangements to allow employees to pursue educational opportunities.
- 19.03 The parties may also attempt to negotiate with local educational institutions to provide specific courses and/or discounts to meet educational needs of nurses.
- 19.04 Nurses with special skills or training will be identified as peer resource person and nurses will be encouraged to make use of these resource persons.
- 19.05 Where new nursing skills are required, the initial training will be offered based on caseload needs of the area and client requirements.
- 19.06 The Employer will cover the cost of the initial training for required skills. If the Employer does not have the resources to cover the total cost, the Employer will look to cost sharing strategies with the Association or individual employee. (Eg. Employer covers the cost of the trainer, location, and supplies and the employee attends on her own time.)
- 19.07 It is expected that following initial training for needed and required skills, the nurse will have the responsibility for maintaining ongoing competence, by utilizing her skills in the workplace or attending inservices.

### **ARTICLE 20 - MISCELLANEOUS**

- 20.01 The Employer shall provide a bulletin board in each office for the sole use of the Association.
- 20.02 A copy of this Agreement in a mutually agreed form will be issued to each nurse now employed and as employed. The cost of printing this agreement shall be equally shared between the Association and the Employer.
- 20.03 Pay will be deposited or bi-weekly into the employee's bank account by direct deposit, with a clarified, itemized statement of all deductions, premiums and

changes in increment in a sealed envelope. Nurses leaving the employ of the Employer shall be paid all outstanding monies as above, on the next regularly scheduled pay period.

- 20.04 Each nurse shall keep the Employer informed of changes to relevant employment information.
- 20.05 Where a medical examination is required to comply with the statute, a nurse may choose her personal physician.
- 20.06 Prior to effecting any changes in the Employer's policies or rules, which would affect nurses covered by this agreement, the Employer shall first discuss such proposed changes at the Association Management Meeting.

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

- 21.01 a) All time worked in excess of a seventy-five (75) hour fortnight shall be considered overtime. Overtime shall be subject to the following conditions:
- i) **Any** work assigned **by** the Employer to a part-time nurse in excess of seven and one-half (7½) hours per tour will be considered overtime subject to premium pay;
  - ii) Notwithstanding the above, given the ability to flex the approved start and finish times and length of work day according to client/caseload needs, nurses may choose to work longer than seven and one-half (7½) hours. Such choice shall not be considered overtime.
  - iii) Time up to and including fifteen (15) minutes shall not be counted.
- b) Where a nurse works overtime as set out above, the nurse shall be paid either one and one-half (1½) times the nurse's regular straight time hourly rate for the overtime worked, or compensatory time *off* (where applicable) at one and one-half (1½) times in lieu. At the beginning of each fiscal year the nurse will indicate in writing her choice of compensation for overtime worked on time off in lieu of payment. Overtime premium shall not be duplicated for the same hours worked, nor shall overtime be pyramided with any other premiums payable.

The Employer and the nurse will attempt to come to a mutual agreement on a date such time off may be taken. Where no agreement

is reached with respect to the overtime taken, the Employer may liquidate the overtime credits at two periods during the fiscal year, October 31 and March 31. There will be no holding over of overtime credits from one **fiscal** year to the next.

21.02 Cancellation Pay

If a nurse's tour is cancelled with less than four (4) hours personal notice from the starting time of the tour period, she will receive minimum of four (4) hours pay at her regular straight time rate.

21.03 Call-in, Call-back

- (a) A full-time nurse who is called back to work after completion of her day shift shall receive compensating time *off* covering the whole period she is required to be absent from her residence for such call with a minimum of four (4) hours at time and one-half.
- (b) A part-time nurse who is called in to work during the evening or night shift will receive a minimum of three (3) hours' work or pay in lieu.

21.04 Standby

A nurse who is required to be on standby shall be paid two dollars and ten cents (\$2.10) per hour for all hours on standby. If called in to work, she shall be paid at time and one-half her regular rate of pay with a minimum of two (2) hours at time and one-half for all time she is required to be absent from her residence. A nurse who is called in to work prior to 6:00 a.m. who is scheduled to work that day may elect to reduce her working hours for that day by up to the number of hours worked or three (3) hours, whichever is greater.

21.05 Shift Premium

A nurse working on an evening or night shift shall be paid a premium of 75¢ per hour for each hour worked outside the normal hours of the day shift.

21.06 Weekend Premium

A nurse shall be paid a weekend premium of 75¢ per hour for each hour worked between the completion of the Friday day tour and commencement of the Monday day tour.

21.07 Reporting Pay

A part-time nurse who reports to work as scheduled or requested shall receive

a minimum of four **(4)** hours pay at her regular straight time hourly rate (inclusive of percentage in lieu).

## **ARTICLE 22 - TRANSPORTATION ALLOWANCE**

22.01 Transportation Allowance is twenty-five cents (\$.25) per kilometre.

## **ARTICLE 23 - COMPENSATION**

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

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

23.03 Previous Experience Credit

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

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

23.05 When a new classification within the Bargaining Unit is established by the Employer, or the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a



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

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

- 23.06 A full-time nurse who is transferred to part-time status or vice-versa shall be placed at the same step on the respective wage grid.
- 23.07 A part-time nurse who is temporarily replacing a full-time nurse shall continue to be treated as a part-time nurse.

**ARTICLE 24 - DURATION**

- 24.01 This Agreement shall continue in effect until March 31, 1998 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.
- 24.02 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.
- 24.03 All terms of the collective agreement shall become effective upon date of ratification by both parties to the agreement unless specifically stated otherwise in the agreement. Salary rates shall be effective on the dates and in the amounts stipulated in Appendix A.

Dated at Ottawa Ontario, this th day of Sept, 1997.

FOR VICTORIAN ORDER OF NURSES, OTTAWA-CARLETON

Susan DeWilde Cole  
Sheryl Cross  
Bl Hollingsworth

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\_\_\_\_\_  
\_\_\_\_\_

FOR ONTARIO NURSES' ASSOCIATION

Karen Reed  
Virginia Hjeslay  
Deb Justalo

\_\_\_\_\_  
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APPENDIX "A" - FULL-TIME SALARY SCHEDULE

HOURLY RATE

START	PH	R	AFTER	AFTER	AFTER	AFTER	AFTER	AFTER		
PH			2 YRS.	3 YRS.	4 YRS.	5 YRS.	6 YRS.	7 YRS.	8 YRS.	9 YRS.

Effective April 1, 1995

BSCN

18.20	18.72	19.48	20.25	20.77	21.28	22.05	22.56	23.33	24.36
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REGISTERED NURSE

17.64	18.15	18.92	19.69	20.20	20.72	21.48	22.00	22.77	23.79
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Responsibility Allowance

The team leader on the evening or night shift shall be paid a responsibility allowance of 40¢ per hour in addition to salary, shift premiums and other applicable benefits.

APPENDIX "B" - PART-TIME & CASUAL SALARY SCHEDULE

HOURLY RATE

START	AFTER 1500 Hrs.	AFTER 3000 Hrs.	AFTER 4500 Hrs.	AFTER 5000 Hrs.	AFTER 7500 Hrs.	AFTER 9000 Hrs.	AFTER 10500 Hrs.	AFTER 12000 Hrs.	AFTER 13500 Hrs.
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Effective April 1, 1995

BSCN

18.20	18.72	19.48	20.25	20.27	21.28	22.05	22.56	23.33	24.36
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REGISTERED NURSE

17.64	18.15	18.92	19.69	20.20	20.72	21.48	22.00	22.27	23.79
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A part-time nurse will be paid 12% in addition to her straighttime hourly rate in lieu of all fringe benefits (being those benefits paid in whole or in part by the Employer as part of direct compensation or otherwise, save and except salary, vacation pay, holiday pay, standby pay, shift premium, weekend premium, responsibility allowance, reporting pay, jury and witness duty, bereavement pay and education allowance.

Part-time nurses who opt to join the pension plan shall have their percentage in lieu reduced by four (4) percent.

Responsibility Allowance

The team leader on the evening or night shift shall be paid a responsibility allowance of 40¢ per hour in addition to salary, shift premiums and other applicable benefits.

LETTER OF UNDERSTANDING

Between

VICTORIAN ORDER OF NURSES  
OTTAWA-CARLETON

And

ONTARIO NURSES' ASSOCIATION

It is agreed that any nurse who currently has a bank of days in excess of 120 will have their **sick** leave bank frozen. Such bank shall be utilized and no further credit shall be given until these individuals have reached 120 sick leave credits.

Dated at Ottawa, this 8<sup>th</sup> day of Sept, 1997.

FOR VICTORIAN ORDER OF  
NURSES, OTTAWA-CARLETON

FOR ONTARIO NURSES'  
ASSOCIATION

Suzanne Van Bellede - Code  
Sheryl Cross  
Bob Hollingsworth

Lynn Keefer  
Virginia Wesley  
Deb Sestelo

LETTER OF UNDERSTANDING

Between

VICTORIAN ORDER OF NURSES  
OTTAWA-CARLETON

And

ONTARIO NURSES' ASSOCIATION

The Continuity of Care Pilot has been implemented to establish procedures and guidelines to meet the requirements for continuity of care for the primary customer.

In the event that a regular part-time nurse is cancelled, she may exercise her right to bump the most junior part-time nurse working outside her nurse manager area.

When the pilot program achieves the objectives for continuity of client care, these procedures will be implemented branch wide.

In the interim, current branch practice for day to day cancellation will continue as described below:

In the event that a regular part-time nurse is cancelled, she may exercise her right to bump the most junior part-time nurse in her Nurse Manager area. If there is no junior nurse in her Nurse Manager area, then she may exercise her right to bump the most junior part-time nurse working.

Dated at Ottawa, this 8<sup>th</sup> day of Sept, 1997.

FOR VICTORIAN ORDER OF  
NURSES. OTTAWA-CARLETON

Susan DeWilde-Cole  
Sheryl Cross  
B. Hollingsworth

FOR ONTARIO NURSES'  
ASSOCIATION

Karen Leedy  
Virginia H. Peasey  
Deb Skedd

LETTER OF UNDERSTANDING

Between

VICTORIAN ORDER OF NURSES'  
OTTAWA-CARLETON BRANCH

And

ONTARIO NURSES' ASSOCIATION

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) Articles on Hours of Work, Scheduling, Vacation, Compensation and Weekend Work will not apply to **Shift Nursing**.
- b) Shift Nursing will be defined as nursing care required to meet the needs of a single client at a time. A shift ranges in length from two (**2**) to twelve (12) hours. The hours of each shift will be determined by client need. The working day for each nurse shall start and end in the client's home.
- c) Nurses working in the Shift Nursing Program will be treated as casual nurses. The seniority list for the **Shift Nursing Program** will be maintained separately from all other VON nursing program seniority lists.
- d) For assignments longer than two weeks, nurses in the Shift Nursing Program may be expected to work alternate weekends.
- e) Assignments will be made in order to provide continuity of care to the client. Assignments will be based on availability, skills, experience, and when all this is equal, seniority.

2.0 Compensation

- a) The regular straight time hourly rate shall not be lower than fifteen (\$15) dollars per hour and shall not exceed sixteen (\$16) dollars per hour.

- b) RNs in the Shift Nursing Program shall receive 6% paid on their regular straight time hourly rate in lieu of vacation and all benefits, Such amount shall not be included in the base used for the purpose of calculating overtime.

3.0 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 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 two (2) 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 this 8<sup>th</sup> day of Sept, 1997 at Ottawa, Ont.

FOR VICTORIAN ORDER OF NURSES, OTTAWA-CARLETON

Susan Van Der Walde - Lake  
Sheryl Cross  
B. Hollingsworth  
 \_\_\_\_\_

FOR ONTARIO NURSES' ASSOCIATION

Karen Lepp  
Virginia Wesley  
Deb Stetson  
 \_\_\_\_\_

LETTER OF UNDERSTANDING

Between

VICTORIAN ORDER OF NURSES  
OTTAWA-CARLETON BRANCH

And

ONTARIO NURSES' ASSOCIATION

Re: Transportation

Kilometrage shall be measured from the first patient visit or the VON office as authorized and to the last patient visit or VON office.

Where the nurse makes a single visit to a single patient while on standby, kilometrage shall be measured from the nurse's home to the patient's home and return to the nurse's home. It *is* expressly understood that there is not kilometrage payment for Shift Duty Nursing.

Dated this 8<sup>th</sup> day of Sept, 1997 at Ottawa, Ont.

FOR VICTORIAN ORDER OF  
NURSES. OTTAWA-CARLETON

Lisa Van De Velde-Lake  
Sheryl Cross  
B. Hollingsworth  
\_\_\_\_\_

FOR ONTARIO NURSES' ASSOCIATION

Harriet Lee  
Virginia Wesley  
Debbie Shustals  
\_\_\_\_\_

LETTER OF UNDERSTANDING

Between

VICTORIAN ORDER OF NURSES  
OTTAWA-CARLETON BRANCH

And

ONTARIO NURSES' ASSOCIATION

It is understood that as of **April 1, 1997**, the kilometrage rate paid out to employees was 33¢ a km. By March 31, 1998, the kilometrage rate paid out to employees will average out to 25¢ a km.

This Letter of Understanding will expired on March 31, 1998.

Dated this 5<sup>th</sup> day of July, 1997 at Ottawa, Ont.

FOR VICTORIAN ORDER OF  
NURSES. OTTAWA-CARLETON

Susan DeWilde-Cole  
Sheryl Cross  
B. Hollingsworth  
\_\_\_\_\_

FOR ONTARIO NURSES' ASSOCIATION

Karen Cooper  
Virginia H. Pesley  
Deb Justice  
\_\_\_\_\_



LETTER OF UNDERSTANDING

Between

VICTORIAN ORDER OF NURSES  
OTTAWA-CARLETON BRANCH

And

ONTARIO NURSES ASSOCIATION

Re: Group Benefits

Both the Association and the VON, Ottawa-Carleton Branch agree to meet to review, discuss and amend the existing Group Benefit Plan. Within ten (10) days of ratifying the Agreement, the Association and the VON, Ottawa-Carleton Branch will commence the discussion process to change the Group Benefit Plan.

Individuals who will participate in the selection of the Group Benefit Plan will be members of the Nurse Management Committee, with HR available as a resource to the Committee. The mandate for this Committee is to achieve for the employee to incur the least cost, obtain the most comparable benefits for the employee and maximum savings for the Branch. The Committee will meet as needed to reach a mutually agreeable conclusion.

As part of the process, a presentation about the Flex Benefit Plan will be made by VON Canada. Information which is required as a result of the VON Canada presentation such as demographic data or premium costs will be provided to the Nurse Management Committee. Within three months of the first meeting, the process will be concluded with a recommendation consistent with the mandate.

Dated this 8<sup>th</sup> day of Sept, 1997 at Ottawa, Ont.

FOR VICTORIAN ORDER OF  
NURSES. OTTAWA-CARLETON

Susan Van Der Walde - Cohe  
Sheryl Cross  
B. Hollingsworth

FOR ONTARIO NURSES ASSOCIATION

Karen Cooper  
Virginia Wesley  
Deb Stutelo

LETTER OF UNDERSTANDING

Between

VICTORIAN ORDER OF NURSES  
OTTAWA-CAR LETN BRANCH

And

ONTARIO NURSES' ASSOCIATION

Re: Deficit Savings

1. Until March 31, 1998, all terms and conditions in effect at the date of ratification shall remain in effect for the duration of the Collective Agreement.
2. The parties agree that cost savings for deficit reduction are to be achieved within the bargaining unit.
3. The Nurse Management Committee will review from time to time the successful implementation of a plan to achieve the cost savings.
4. The Employer will provide to the Nurse/Management Committee all relevant information or data that the Union reasonably requires to verify any cost savings for deficit reduction.
5. It is anticipated that for the budget year, commencing April 1, 1997, the projected deficit is \$351,800. To eliminate the deficit, cost savings will be achieved as far as necessary.

Dated this 8<sup>th</sup> day of Sept, 1997 at Ottawa, Ont.

FOR VICTORIAN ORDER OF  
NURSES, OTTAWA-CARLETON

Susan Va DeWilde - Cole  
Sheryl Ross  
B Hollisworth

FOR ONTARIO NURSES' ASSOCIATION

Karen Leech  
Virginia H. Pesley  
Debi Shesbato