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SOURCE	Union		
EFF.	92	04	01
TERM.	96	03	31
No. OF EMPLOYEES	13		
NOMBRE D'EMPLOYÉS	13		

COLLECTIVE AGREEMENT

Between :

VICTORIAN ORDER OF NURSES
(Chatham-Kent, Ontario Branch)

- and -

ONTARIO NURSES' ASSOCIATION

Expiry Date: March 31, 1996

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CONFIDENTIAL

ARTICLE 1 - PURPOSE

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

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Ontario Nurses' Association as the bargaining agent of all registered and graduate nurses employed by Victorian Order of Nurses (Chatham-Kent, Ontario Branch) in a nursing capacity at its Chatham Branch, save and except nursing supervisor, persons above the rank of nursing supervisor and persons regularly employed for not more than twenty-four (24) hours per week.
- 2.02 All references to officers, representatives and committee members of the Association in this Agreement, shall be deemed to mean officers, representatives and committee members of the Association's duly chartered local, No. 151, employed by the Employer.

ARTICLE 3 - DEFINITIONS

- 3.01 A Registered Nurse is defined as a nurse who holds a Certificate of Competence from the College of Nurses of Ontario, in accordance with the Health Disciplines Act, as amended.
- 3.02 A Graduate Nurse is defined as the 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 registered by the College of Nurses of Ontario or is completing registration requirements, for whatever reason.
- 3.03 The word "Nurses" as when used throughout this agreement shall mean persons included in the above described bargaining unit.
- 3.04 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.

3.05 Resistration

Nurses are required to present to the Employer on initial appointment and by January 15th of each year thereafter, current certificate of competence or proof of payment thereof.

ARTICLE 4 - MANAGEMENT FUNCTIONS

4.01 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 and otherwise discipline a nurse for cause. A claim that a nurse has been improperly classified or has been demoted, discharged, suspended or otherwise disciplined, without just cause, may be the subject of a grievance.

(b) Determine the methods, schedules, procedures, programs, locations, equipment, means of transportation while on duty, areas in which the nurses work, numbers of nurses and staff requirements.

4.02 **The** above rights shall not be exercised in a manner inconsistent with the provisions of the Collective Agreement; nor shall they be exercised in an unreasonable manner.

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 or activity or lack of activity on behalf of the Association or by reason of exercising her rights under the collective agreement.

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, age or religious affiliation.

- 5.03 The Association agrees there will be no Association activity on the Employer's premises without permission of the Employer or as specifically provided for in this Agreement.

ARTICLE 6 - NO STRIKE, NO LOCKOUT

- 6.01 The Association agrees that there shall be no strikes and the Employer agrees that there shall 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.

ARTICLE 7 - REPRESENTATIVES AND COMMITTEES

- 7.01 The Employer will recognize the following:

(a) Nurse Representatives

The Employer agrees to recognize two nurse representatives to be elected or appointed from amongst nurses in the bargaining unit for the purpose of dealing with grievances and conducting Association interviews under Article 7.06 as provided in this Collective Agreement.

(b) Grievance Committee

The Employer agrees to recognize a Grievance Committee of two nurses to be elected or appointed from amongst nurses in the bargaining unit for the purpose of meeting with the Executive Director in the Grievance Procedure as provided in this Collective Agreement.

(c) Negotiating Committee

The Employer agrees to recognize a Negotiating Committee comprised of three (3) representatives to be elected or appointed from amongst the nurses in the bargaining unit for the purpose of negotiating the renewal of this Agreement.

(d) Association - Management Committee

The Employer will recognize an Association-Management Committee consisting of two (2) staff

nurses appointed by the Association and two (2) Employer representatives. The purpose of this committee shall be to discuss matters of mutual concern relating to nursing care. This shall include the content of Orientation and In-Service programs.

Such meetings shall be held at the request of either party. A written agenda will be submitted by the party requesting the meeting and will list matters which are to be discussed. The agenda will be submitted to the other party at least one (1) week in advance.

(e) An Occupational Health and Safety Committee which shall be comprised of at least one (1) member of the bargaining unit.

7.02 The Association will supply the Employer with the names of its representatives and changes thereto,

7.03 It is agreed that nurse representatives and members of the foregoing committees have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld. When returning to their regular duties and responsibilities, such representatives shall again report to their immediate supervisor.

7.04 The Employer agrees that no nurse representatives or member of the foregoing committees shall lose her regular pay for attending at meetings with the Employer during her regularly scheduled working hours. For members of the Negotiating Committee, this shall include any time up to but not including conciliation.

7.05 Where a nurse is required to attend a meeting that is scheduled outside her regular working hours she shall be compensated for time spent at the meeting at her regular rate of pay. This payment shall not apply where a nurse attends a meeting at her own request or agrees to an invitation from an outside organization.

7.06 A representative of the Association shall be allowed a reasonable period of time of fifteen (15) minutes maximum within regular working hours to interview each new full-time nurse during her first two weeks of employment, to discuss the benefits and duties of the Association membership and responsibilities of the Association.

7.07 The Employer agrees to give representatives of the Ontario Nurses' Association access to the premises of the Victorian Order of Nurses for the purpose of attending grievance meetings or otherwise assisting in the administration of the Agreement, provided prior arrangements are made with the Executive Director or her designate. Such representatives shall have access to the premises only with the approval of the Executive Director or her designate.

7.08 Occupational Health & Safety Committee

- (a) The Employer and the Association agree that they mutually desire to maintain standards of health and safety in the Agency 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, at least 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 programmes, 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 fulfill its function.
- (e) Meetings shall be held every third month or more frequently at the call of the chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) 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 regular rate, and she shall be entitled to such time from her work, as is necessary.

ARTICLE 8 - ASSOCIATION SECURITY

8.01 The Employer agrees to deduct from the wages of each full-time nurse a sum equal to the regular monthly Association dues. The Association shall notify the

Employer in writing of the amount of such dues. The Employer will remit to the Association once each month the amount to be withheld by the Employer for dues under this clause, and will include the names and social insurance numbers of the nurses who have been hired, terminated, or on an approved leave of absence during the previous month. The Association shall indemnify and save harmless the Employer with respect to all dues so deducted and remitted.

- 8.02 In the event it becomes necessary to reduce the full time complement of nursing staff, the Employer will meet with the Association-Management Committee to discuss the need for change.
- 8.03 The Employer shall provide each nurse with a T4 supplementary slip, showing the dues deducted in the previous year for Income Tax purposes.

ARTICLE 9 • GRIEVANCE PROCEDURE

- 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.

In computing the days for taking any action or giving notice, Saturdays, Sundays or Holidays as defined in Article 14.01 shall not be counted.

- 9.02 It is the mutual desire of the parties hereto that complaints of nurses shall be adjusted 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 with her immediate supervisor within seven (7) days after the circumstances giving rise to it have occurred. If the complaint is not settled, it shall be taken up as a grievance within seven (7) days of the discussion in the following manner and sequence:

Step No. 1

The nurse, who may be accompanied by a nurse representative if the nurse wishes, may submit a written grievance signed by the nurse to her immediate supervisor. The grievance shall identify the nature of the grievance, the provisions of this Agreement which are alleged to have been violated and the remedy which is sought. The immediate supervisor will deliver her

decision in writing within seven (7) days following the day on which the grievance was presented to her. Failing settlement, then:

Step No. 2

Within seven (7) days following the decision under Step No. 1, the nurse shall submit the written grievance to the Executive Director or her designate. A meeting will be held between the Executive Director or her designate and the Grievance Committee within seven (7) days. It is agreed that a staff representative of the provincial Ontario Nurses' Association 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 Executive Director shall be delivered within ten (10) days of the meeting.

9.03 In the event a nurse other than a probationary nurse is discharged and it is considered an injustice has been done, the matter may be taken up as a grievance at Step 2 of the Grievance Procedure no later than ten (10) days of discharge. At the time of discharge of a nurse, other than a probationary nurse, the Employer will advise the nurse of her right to have a nurse representative in attendance unless the nurse wishes otherwise.

9.04 Group Grievance

Where a number of nurses have similar complaints they shall be discussed with the immediate supervisor in accordance with the provisions of Article 9.02 above. Failing settlement it shall be taken up as a group grievance in writing, signed by each grieving nurse, at Step No. 1 of the Grievance Procedure.

9.05 Policy Grievance

A grievance arising directly between the Employer and Association concerning the interpretation, application or alleged violation of this Agreement shall be originated at Step No. 2 within ten (10) days following the circumstances giving rise to the grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting a nurse or nurses which such nurse(s) could have themselves instituted and the regular grievance procedure shall not be thereby bypassed. A grievance by the Employer shall be presented to the chairperson of the Grievance Committee.

If the grievance cannot be resolved within ten (10) days by discussion between the Employer and the Association such grievance may be referred to arbitration.

9.06 Where a difference arises between the parties relating to the interpretation, application or administration of this agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, either of the parties may notify the other party in writing, within fifteen (15) days of the decision under Step # 2 of its desire to submit the difference or allegation to arbitration, and the notice shall contain the name of the first party's appointee to an arbitration board.

The recipient of the notice shall, within five (5) days, inform the other party of the name of its appointee to the arbitration board. The two appointees so selected, shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be the chairperson. If the recipient of the notice fails to appoint an arbitrator, or the two appointees fail to agree upon a chairperson within the time limits, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

9.07 The Arbitration Board shall hear and determine the difference or allegation, and shall issue a decision, and the decision is final and binding upon the parties, and upon any nurse affected by it.

9.08 The decision of the majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson shall govern.

9.09 The Arbitration Board may make such decision as in the circumstances it deems just and equitable, including interest payment where appropriate, and may vary or set aside any penalty or discipline imposed, and shall have full jurisdiction to settle all matters relating to or arising out of the Collective Agreement.

9.10 Each party shall pay its own expenses including appointees and witnesses and the cost of expenses of the chairperson shall be born equally by the parties.

9.11 No person may be appointed as an arbitrator, who has been involved in an attempt to negotiate or settle a grievance.

- 9.12 Time limits fixed in complaints, grievance and arbitration procedures may be extended by the mutual consent of the parties,
- 9.13 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 of reference to arbitration and the other provisions referring to Arbitration Board shall apply accordingly.

ARTICLE 10 - JOB SECURITY

- 10.01 Seniority for full time nurses shall be defined as the length of service with the Employer since the date of last hire including part-time service on the basis of 1950 hours paid equals one full time year.
- Effective April 15, 1994 seniority for part-time nurses shall accumulate on the basis of 1950 hours equating to one full time year.
- 10.02 Newly hired full-time nurses shall be considered to be on probation for a period of sixty (60) tours worked from date of last hire.
- 10.03 A seniority list shall be maintained for all nurses covered by this Agreement, A copy of the seniority list shall be filed with the President of the Local Association, or her designate, following ratification of this Agreement and annually in the month of April. Such seniority list shall show the name of each full-time nurse, her date of hire and her seniority date outlining any adjustments made in the previous twelve month period.
- 10.04 (a) Seniority shall be retained and accumulated when a nurse is absent from work under the following circumstances:
- i) approved leave of absence with pay;
 - ii) approved leave of absence without pay for thirty (30) continuous calendar days;
 - iii) when in receipt of paid sick leave;
 - iv) when in receipt of Workers' Compensation for an injury sustained while in the employ of the V.O.N. Chatham-Kent Ontario Branch.

- (b) Seniority shall be retained but not accumulated when a nurse is absent from work under the following circumstances:
- i) approved leave of absence without pay for more than thirty (30) continuous calendar days;
 - ii) when absent due to illness for a period of one (1) year after sick leave credits have been exhausted;
 - iii) for a period of one (1) year after layoff commenced due to a reduction in required nursing staff;
 - iv) when in receipt of Workers' Compensation under circumstances other than those mentioned in 10.04 (a) iv).
- (c) Seniority shall be lost and the nurse shall be deemed to be terminated under the following circumstances:
- i) where a nurse resigns;
 - ii) where the nurse is discharged for just cause and the discharge is not reversed through the grievance or arbitration procedure;
 - iii) where a nurse is absent from scheduled work for a period of three (3) consecutive working days or more without a satisfactory reason. The Employer may permanently fill the position of a nurse who is in receipt of Workers' Compensation or on L.T.D. in excess of two (2) years. She shall have the right to return to the first vacancy in her classification if she is declared medically fit to work within a further one (1) year. If unable to resume employment within this period of time, employment will be deemed to be terminated.

- 10.05 (a) In the **case** of a full time vacancy, the Employer will post notice of such vacancy for ten (10) calendar days, prior to filling the position, in order that any interested nurse may apply. If no qualified nurse applied, then the Employer may hire a new nurse from outside of the employ. The name of the **successful** applicant shall be posted by the Employer. Only the original vacancy will be posted

and any subsequent vacancy may be filled at the discretion of the Employer.

- (b) A nurse interested in working in a different district may submit a request for transfer. Her request will be considered when a full time vacancy occurs before the vacancy is filled. In the event the Employer decides to make a major re-assignment of nursing personnel, the Association will be apprised of the proposed re-assignment at an Association-Management meeting and then the affected nurses will be given advance notice of the re-assignment.

10.06 In all cases of promotion, the following factors shall be considered:

- (a) Skill, ability;
- (b) Seniority.

When the factors in (a) are relatively equal, (b) shall govern. However, if senior applicants are refused a position, they will be given written reasons for such refusal.

10.07 (a) In the event that a reduction in the nursing force is required, the Employer agrees to lay off nurses in reverse order of seniority provided that nurses who remain on the basis of seniority are willing and qualified to do the work available. Subject to the foregoing, all probationary nurses shall be laid off first. When recalling nurses after layoff, those last to be laid off will be first to be recalled provided that in each case the nurse is willing and qualified to do the work available.

The layoff of full time nurses shall be complete and separate from layoff of part-time nurses.

- (b) All nurses who are on layoff will be given a job opportunity in the full-time and part-time categories before any new nurse is hired into either category.
- (c) The employer shall provide the Association with reasonable notice of any layoff and shall provide individual nurses with notice of layoff in accordance with the Employment Standards Act.

In the event of a proposed layoff at the V.O.N. of a permanent or long term nature, the V.O.N. will meet with the local Association and review the reasons causing the layoff.

10.08 **Positions Outside the Bargaining Unit**

- (a) A nurse who is transferred to a position outside of the bargaining unit shall, subject to (b) below, retain, but not accumulate her seniority held at the time of the transfer. In the event the nurse is returned to a position in the bargaining unit she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of her return to the bargaining unit.
- (b) In the event that a nurse is transferred out of the bargaining unit under (a) above for a specific term or task which does not exceed a period of six (6) months or an academic year and is returned to a position in the bargaining unit, she shall not suffer any loss of seniority, service or benefits. 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.
- (c) Notwithstanding the above, when a nurse transfers from full-time to part-time status and vice versa, Article 10.01 shall apply to such transfers. The nurse's service with the V.O.N. as a full-time nurse shall be converted to paid hours from years when transferring to the part-time classification and vice versa on the basis of 1500 hours = 1 year of service.

ARTICLE 11 - ACCESS TO FILES/EVALUATIONS

11.01 Any completed evaluation on a nurse shall be reviewed with the nurse and the nurse shall also be given a copy of the evaluation. The nurse shall initial such evaluation as having been read and shall have the opportunity to add her views to such evaluation prior to it being placed on her file. If the nurse does not wish to add her views to the evaluation such nurse shall make a notation to that effect on the form.

11.02 Upon written request, a nurse may review her personnel file once a year, in the presence of her supervisor.

- 11.03 All documents shall be brought to the nurse's attention prior to being placed in her file. It is understood that evaluations do not constitute disciplinary action unless so indicated in writing to the nurse by the Employer.

ARTICLE 12 - LEAVES OF ABSENCE

12.01 Leaves of Absence

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 one (1) month shall be without accumulation of seniority, vacation, sick leave, or any benefits under this Agreement. If a nurse wishes to remain in the group health insurance plan during her leave she may do so by prepaying full premiums to avoid the transfer out and in.

12.03 (a) Association Leave

The Employer will grant leaves of absence, without pay, to nurses selected by the Association to attend Association business including conferences and conventions. Not more than two (2) nurses may be on leave at any one time. In the event the Employer experiences staffing problems by having two (2) nurses absent on Association business leave, the Employer may limit the number of absent nurses to one (1) nurse. The cumulative number of days in one (1) year for the whole bargaining unit shall not exceed twenty-five (25) working days off. Nurses requesting such leave will give thirty (30) days' notice unless exceptional circumstances precludes such notice. During such leave of absence the nurse's salary shall be maintained by the Employer and the Local Association agrees to reimburse the Employer the amount of the daily rate of the nurse.

(b) 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 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.

(c) President, ONA

Upon application, in writing, by the Association on behalf of the nurse to the Employer, a leave of absence shall be granted to such nurse elected to the office of President of the Ontario Nurses' Association for a period of up to two (2) years. 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.

12.04

(a) Bereavement Leave

A nurse who notifies the Employer as soon as possible following a death in the nurse's immediate family, shall be granted up to three (3) consecutive days off, plus two (2) days for travelling, if required, without loss of her regular pay for her scheduled hours, in conjunction with the day of the funeral of a member of her immediate family. "Immediate family" shall mean parent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, grandparent and grandchild. In the case of brother-in-law and sister-in-law one day will be granted on the day of the funeral. For full-time nurses, "consecutive days" shall mean days in which a nurse would otherwise qualify for salary payment.

- (b) Compassionate leave without loss of salary up to a maximum of three (3) working days may be allowed at the discretion of the nursing supervisor for critical illness in the nurse's immediate family.

12.05

Maternity Leave

- (a) Maternity leave will be granted in accordance with the provisions of the Employment Standards Act, except as amended in this provision.

- (b) The service requirement for eligibility for maternity leave shall be ten months of continuous service at the date of application for the leave.
- (c) A nurse applying for maternity leave shall submit a written request at least one month in advance of the date of the commencement of such leave and shall set out the expected date of return.
- (d) A nurse shall have the right to extend her maternity leave to one (1) year in total. A written request by the nurse to extend the maternity leave shall be submitted at least two weeks prior to the termination of the initially approved leave. This notice of requirement will be shortened in the circumstances where medical complications related to the pregnancy and delivery occur in the two weeks prior to the termination of the initially approved leave.
- (e) The nurse shall confirm her intention to return to work on the date originally approved in subsection (c) or (d) above by written notification received by the employer at least two weeks in advance of that date. The nurse shall be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.

12.06

Adoption Leave

- (a) A nurse with at least ten (10) months of continuous service, who legally adopts a child, shall be entitled to a leave of absence without pay for a period of up to one (1) year duration, consideration being given to any requirements of adoption authorities. 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.
- (b) The nurse shall be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable **job**.

12.07 Jury and Witness Duty

A nurse subpoenaed as a Crown Witness or called as a juror will continue to receive her regular pay notwithstanding the fact that she may be absent from her duties while attending a Court as Crown Witness or juror. If a nurse shall receive a witness fee or shall be paid as a juror for her attendance at court on a day when according to her regular schedule she would otherwise have been on duty, she shall promptly refund to the Employer the amount received by her as a witness or juror exclusive of mileage or meal allowance. If a nurse shall be called as a Crown Witness or juror, but is not required to attend for the whole of the day she shall return to her nursing duties as quickly as possible upon being released from jury or witness duty for the day.

12.08 Educational Leave

Nurses may be granted leave(s) of absence with 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 on an equitable basis from nurses who make application to attend.

12.09 Prepaid Leave Plan

Effective April 1, 1990, the V.O.N. 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 at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (c) One nurse may be absent at any one time. For the purposes of the program the twelve (12) month period of the leave will be agreed between the nurse and the Employer.

- (d) Written applications will be reviewed by the Director of Nursing or her designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.
- (e) During the four (4) year's of salary deferral, 20% of the nurse's gross annual earnings will be deducted and held for the nurse and will not be accessible to her until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the V.O.N.
- (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 V.O.N. and the nurse.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The nurse shall become responsible for the full payment of premiums for any health and welfare benefits to which she is participating. Contributions to her pension plan will be in accordance with the Plan. The nurse will not be eligible to participate in the disability income plan during the year of the leave.
- (i) A nurse may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given the Director of Nursing. Deferred salary, plus accrued interest, if any, will be returned to the nurse, within a reasonable period of time.
- (j) If a nurse terminates employment, the deferred salary held by the V.O.N. plus accrued interest, if any, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.

- k) The V.O.N. will endeavour to find a temporary replacement for the nurse as far in advance as practicable. If the V.O.N. is unable to find a suitable replacement, it may postpone the leave. The V.O.N. will give the nurse as much notice as is reasonably possible. The nurse will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to her within a reasonable period of time,
- (l) The nurse will be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.
- (m) Final approval for entry into the prepaid leave program will be subject to the nurse entering into a formal agreement with the V.O.N. in order to authorize the V.O.N. 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 of the Collective Agreement.
 - (ii) The period of salary deferral and the period for which the leave is requested.
 - (iii) The manner in which the deferred salary is to be held.

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

ARTICLE 13 - HOURS OF WORK AND SCHEDULING

- 13.01 (a) The regular hours of work for all full-time nurses shall be seventy-five (75) hours per two (2) week pay period. The normal work day shall be seven and one-half (7 1/2) hours, commencing at 8:30 a.m. and ending at 4:30 p.m., exclusive of a one-half (1/2) hour unpaid meal period to be taken at midday. In each half day, the V.O.N. shall allow a fifteen (15) minute paid rest period.
- (b) A nurse, with the approval of her supervisor, may vary her starting or ending time on a specific day.

- 13.02 Full time nurses shall be scheduled to work weekends on a rotating basis. Nurses will not be required to work more than one (1) weekend in four (4) averaged over the fiscal year. Where possible a nurse will not be required to work on a paid holiday which falls on a Monday unless she is scheduled to work on the weekend immediately preceding such paid holiday. The schedule shall be posted two (2) weeks in advance and shall cover a four (4) week period.
- 13.03 All time worked in excess of a ten (10) day seventy-five (75) hour fortnight or seven and one-half (7 1/2) hours a day shall be considered as overtime subject to authorization by the nurse's Immediate Supervisor or first call nurse on weekends and holidays.
- 13.04 (a) A nurse who works authorized overtime after she has worked a seven and one-half (7 1/2) hour day shall receive compensating time off of time and one-half (1- 1/2) or payment at the rate of time and one-half (1-1/2) her regular rate of pay, if the nurse so requests.
- (b) A nurse shall be paid two times (2X) her regular straight time hourly rate for all authorized hours worked in excess of seven and one half (7-1/2) hours on any tour for which **she** receives one and one half (1-1/2) times her regular straight time hourly rate.
- 13.05 The nurse shall make the determination at the end of each month and either pay or lieu time will be provided in the following month; however a nurse shall be entitled to accumulate her overtime to a maximum of fifteen (15) hours. Notwithstanding the foregoing any outstanding accumulated overtime as of March 31st shall be paid to the nurse at the salary rate applicable at the time the overtime was earned. On request prior to March 31st a nurse shall have the option of carrying over a maximum of fifteen (15) hours into the following fiscal year. The Employer will endeavour to provide each nurse with a statement of overtime and undertime owing at the end of each month by the fifteenth (15th) of the following month.
- 13.06 The Employer shall schedule time off at a mutually agreeable time.
- 13.07 Nurses will be allowed one and one-quarter (1-1/4) hours per week for office entry to be scheduled at a time mutually agreed between the nurse and her supervisor.

ARTICLE 14 - PREMIUM ON PAY14.01 Standby and On Call

A nurse who is assigned to standby duty shall be paid a standby allowance of two dollars and ten cents (\$2.10) for each hour of standby. A nurse who is called into work from standby shall be granted compensating time off with a minimum entitlement of two (2) hours at straight time in addition to standby pay.

- 14.02 (a) Nurses assigned to evening visits, or who are called in after completion of their shift, shall receive for all time worked during such visits, compensating time off at the rate of time and one-half (1-1/2) with a minimum entitlement of two (2) hours at straight time.
- (b) The employer will endeavour to find part-time nurses to share evening and night work.
- (c) In the event the Employer wishes to introduce an evening or night shift, the Employer will negotiate the compensation and any scheduling provisions with the Association.

14.03 Whenever a nurse is designated to be "in-charge" on a week-end or on a paid holiday, she shall be paid a responsibility allowance of \$0.45 per hour for all hours worked while so designated.

ARTICLE 15 - DESIGNATED HOLIDAYS

15.01 The following shall be the designated holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	One (1) Float Holiday
Remembrance Day	

In addition, a full time nurse will be granted one (1) additional day annually in conjunction with the anniversary of her date of employment. This is a day to be provided by the Employer and mutually agreed between the nurse and her immediate supervisor to be taken within thirty (30) days of the anniversary of her date of hire.

15.02 A nurse required to work on one of the holidays listed in Article 15.01 shall be paid at time and one-half her

regular straight time hourly rate of pay. In addition, she will receive a lieu day off at her regular rate of pay as per 15.04 below.

15.03 Subject to Article 15.04 below, a full-time nurse shall be entitled to receive a designated holiday off with pay in the amount of her regular straight time earnings provided:

(a) she works her scheduled work day on each of the scheduled working days immediately preceding and following the holiday concerned unless the nurse was absent due to vacation, or absent due to legitimate illness which commenced within one (1) month of the holiday, or on a paid leave of absence provided the nurse is not otherwise compensated for the holiday.

(b) she has been employed by the V.O.N. for at least one month preceding the holiday.

15.04 Where V.O.N. requires a full-time nurse to work on a designated holiday, such nurse shall receive another day off with pay in lieu of the holiday. Such lieu day shall be scheduled at a time mutually agreeable to the nurse and her Executive Director within a sixty-day period following the holiday.

15.05 A full-time nurse scheduled to work on a designated holiday who is absent due to legitimate illness shall receive holiday pay for that day and shall not be entitled to any sick pay.

15.06 If any of the holidays above occur on a nurse's regular day off or during her vacation period, the nurse shall receive an additional day off with pay at a mutually agreeable time.

ARTICLE 16 - VACATIONS

16.01 For the purpose of calculating eligibility, the vacation year shall be the fiscal year, April 1, to March 31 each year.

16.02 A full-time nurse who has completed her probationary period and has less than one (1) year of full-time continuous service as at March 31, shall be entitled to a vacation with pay on the basis of 1.667 days for each completed month of service.

- 16.03 A full-time nurse who has completed one (1) or more years of service as at March 31st shall be entitled to annual vacation with pay of twenty (20) days.
- 16.04 A full-time nurse who has completed fifteen (15) years of service shall be entitled to an increase to 2.083 day vacation for each completed month of service from her anniversary date to March 31st of that year, and an annual vacation with pay of twenty-five (25) days thereafter.
- 16.05 A nurse who leaves the employ of the Employer for any reason shall be entitled to receive any unpaid vacation pay which has accrued to her to the date of her termination. If vacation has been received by the nurse in excess of the vacation earned by the nurse in the year of termination, there shall be deducted from the salary of the nurse or refunded to the Employer by the nurse, an amount equivalent to the pay for vacation received but unearned.
- 16.06 The Employer will endeavour to accommodate the wishes of nurses with respect to vacation dates subject to the consideration of service needs. Vacation requests shall not be unreasonably denied.
- 16.07 Vacation shall not be accumulated from year to year, but will be granted in the year they are earned. Any extension must be approved by the Nursing Supervisor.
- 16.08 Requests for prime time summer vacation (July and August) and winter break, shall be submitted in writing by April 1st. The Employer will post the final vacation list by May 1st. A full-time nurse may be limited to a maximum of two (2) weeks' vacation in the summer period. The winter break vacation shall be rotated among interested nurses.

ARTICLE 17 - SICK LEAVE

- 17.01 Full time nurses will accumulate sick leave on the basis of one and one-half (1-1/2) working days for each month of service up to a maximum of one hundred and twenty (120) days.
- 17.02 Sick leave will continue to accrue for all nurses on the basis set out in Article 17.01 during such time as the nurse may be absent on sick leave, provided a nurse actively works at some time during the month.

- 17.03 When a nurse transfers from another branch of the Victorian Order of Nurses, the Employer Will assume responsibility for any accumulated sick leave of such nurse up to a maximum of one hundred and twenty (120) days.
- 17.04 A nurse shall be entitled to an annual statement of her sick leave credit. This statement shall be signed by the Nursing Supervisor and shall be given to the nurse on or before the end of February of each year of her employment.
- 17.05 A nurse may be required to submit a physician's certificate with respect to any period of time she may be absent from her duties on sick leave. If a physician's certificate is required the Employer shall pay any fee for such certificate which is not payable by the nurse's health insurance plan.
- 17.06 Notification of illness will be made to the immediate supervisor or her designate.
- 17.07 Time granted for medical and dental appointments of one day or more will be considered as sick leave.

ARTICLE 18 - BENEFITS - FULL TIME STAFF

- 18.01 A V.O.N. Pension Plan is maintained at a National Level. Enrollment, participation and the contributions by nurses and the Employer will be in accordance with the terms and conditions of that plan.
- 18.02 The Employer agrees to contribute seventy-five percent (75%) of the billed premium under the Ontario Health Insurance Plan for each full time employee in the active employ of the Branch and in the bargaining unit.
- 18.03 The Employer agrees to contribute one hundred percent (100%) of the billed premium of a group life insurance plan available to full time nurses. The coverage will amount to two (2) times the nurse's annual salary and will include Accidental Death and Dismemberment coverage.
- 18.04 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.

- 18.05 Effective April 1, 1991, the Employer agrees to contribute fifty percent (50%) of the billed premium towards coverage of eligible nurses in the active employ of V.O.N. for the National Long Term Disability Plan subject to it's terms and conditions, provided the balance of the premium is paid by each nurse through payroll deductions,
- 18.06 The Employer agrees to contribute fifty percent (50%) of the billed premium towards coverage of eligible nurses in the active employ of V.O.N. for the Extended Health Care Benefits as provided under the V.O.N. National Group Insurance Plan, provided that the balance of the premium is paid by each nurse through payroll deductions.
- 18.07 The Employer agrees to contribute fifty percent (50%) of the billed premium towards coverage of eligible nurses in the active employ of the V.O.N. for the Dental benefits as provided under the V.O.N. National Group Insurance Plan, provided that the balance of the premium is paid by each nurse through payroll deductions.
- 18.08 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 - PROFESSIONAL DEVELOPMENT AND EDUCATION PROGRAM

- 19.01 In its aim to provide highest quality visiting nursing care the Employer recognizes the need for programs to assist the nurses' professional growth. These shall include:
- (a) an orientation program;
 - (b) a staff in-service educational program;
 - (c) a supervisory program which includes a written evaluation and periodic conferences;
 - (d) staff attendance at professional nursing association meetings, short term workshops or institutes relevant to the nurse's work at the discretion of the Nursing Supervisor.

These programs shall be revised and updated from time to time by the Association/Management Committee.

ARTICLE 20 - WAGES

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

20.02 Previous Experience Credit

For the purposes of initial placement of a newly hired full 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 hospital nursing experience at the time of application for employment. The nurse shall cooperate with V.O.N. by providing verification of such previous experience. No credit shall be given for experience of less than six (6) months duration, or where the nurse has not been actively nursing in the immediately preceding last three (3) years. V.O.N. shall assess the applicability of the previous experience during the nurse's probationary period and, where such experience is acceptable, shall place the nurse at an appropriate level on the wage grid to be effective from date of hire. Such placement shall not exceed the fourth level of the wage grid and shall be on the basis of one increment for each year of V.O.N. nursing experience and one increment for each two years of hospital experience.

20.03 New Classifications

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

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

A Board of Arbitration established to determine the matter shall be limited to establishing an appropriate rate based on the relationship existing amongst other nursing classifications within the bargaining unit, and the duties and responsibilities involved.

20.04 Uniform Allowance

On initial appointment to the **V.O.N.**, a uniform allowance of one hundred and seventy-five dollars (\$175.00) will be paid on voucher to assist the full time nurse in purchasing the regulation uniform. A nurse who resigns before completing twelve (12) months of service **is** required to refund an amount in proportion to the number of months not served.

In the second and subsequent years of employment a maintenance allowance of one hundred dollars (\$100.00) will be paid on voucher to assist the full time staff nurse in replacing the regulation uniform. Any unused portion of this allowance may be carried into the following year or years, provided that in no year shall the nurse receive a maintenance allowance of more than one hundred seventy-five dollars (\$175.00). A nurse who resigns or transfers out of this branch before completing any year for which allowance was received shall refund the amount in proportion to the months not served.

Effective April 1, 1991, the uniform allowance on initial appointment to the **V.O.N.** will become two hundred dollars (\$200.00) and the maintenance allowance will become one hundred ten dollars (\$110.00) and the carry over amount will become two hundred dollars (\$200.00).

ARTICLE 21 - DURATION OF AGREEMENT

- 21.01** This Collective Agreement shall be effective from April 1, 1990 until **March 31, 1996** and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement in accordance with Article 21.02 below.
- 21.02** Where either party desires to amend or terminate this Agreement, it shall give notice to the other party **only** within the period ninety days prior to the expiration date of this Agreement or to any anniversary of such expiration date.
- 21.03** If notice of amendment is given by either party, the other party agrees to meet for the purpose of negotiation within thirty (30) days after the giving of such notice, if requested to do so.

ARTICLE 22 - MISCELLANEOUS

22.01 A copy of this Collective Agreement shall be issued by the Employer to each nurse in the employ of the Employer and to each nurse employed during the term of this Agreement, and thereafter. The cost of preparing such copies shall be borne equally by the Employer and the Association.

22.02 Miscellaneous

The costs of any medical examination, re-examination tests, x-rays or immunization required by the Employer will be borne by the Employer if not covered by the nurse's insurance. This will include any charge levied for filling out forms required by the Employer.

22.03 Bulletin Boards

The Employer will provide bulletin board space for the purpose of the Association posting notices regarding meetings and other matters of interest. All such notices must be signed by a member of the Association Executive who is employed by the Employer. Notices must be approved by the Executive Director or her designate prior to posting. Such approval shall not be unreasonably denied.

22.04 The Employer will provide copies of any changes in rules or policies affecting nurses covered by this Agreement to the Association. If the Local Association wishes to discuss any such changes, then a meeting will be scheduled as soon as possible to discuss these issues.

22.05 Pay Days

Nurses shall be paid bi-monthly. Paycheques will be available at 0830 hours on each payday. If a paid holiday, as listed in 15.01 of this Agreement falls on a payday, the working day before the paid holiday will become the payday for that pay period.

ARTICLE 23 - RETROACTIVITY

23.01 Retroactivity on wages for all employees on staff as of April 1, 1990 will be paid on hours paid from April 1, 1990.

ARTICLE 24 - CARS

- 24.01 The Employer shall maintain the car owned by the Employer and used by the nurse in the course of her duties. The nurse in whose charge the car may be from time to time shall report to the Employer any defect or unfitness of the car which may be known to her.
- 24.02 Where it becomes necessary for a nurse to make service arrangements, pick up rental cars or have cars cleaned, it shall be done during the nurse's normal working hours.
- 24.03 Where it becomes necessary for a nurse to use her own car in the course of her duties, she shall be compensated on the basis of twenty-seven cents (\$0.27) per kilometer driven.

DATED this 6th day of May, 1994 .

FOR THE EMPLOYER

FOR THE ASSOCIATION

[Signature]

Catherine Iles-Peck

Catherine Iles-Peck
Employment Relations Office

[Signature]

Lana Pazzo

Vickie [Signature]

[Signature]

Karen McNeil

APPENDIX "A"

EFFECTIVE APR. 1, 1990 OCT. 1, 1990 APR. 1, 1991 OCT. 1, 1991

Registered Nurse

Start	\$16.43	\$16.92	\$17.43	\$18.13
After 1 Year	16.80	17.30	17.82	18.53
After 2 Years	17.17	17.69	18.22	18.94
After 3 Years	17.53	18.06	18.60	19.35
After 4 Years	17.90	18.44	18.99	19.75
After 5 Years	18.27	18.82	19.39	20.16
After 6 Years	18.64	19.20	19.77	20.56
After 7 Years	19.00	19.57	20.15	20.96
After 8 Years	19.35	19.93	20.53	21.35
After 9 Years			20.90	21.74

Public Health Nurse

Start	17.00	17.51	18.04	18.76
After 1 Year	17.38	17.90	18.44	19.17
After 2 Years	17.74	18.27	18.82	19.58
After 3 Years	18.11	18.65	19.21	19.98
After 4 Years	18.48	19.04	19.61	20.39
After 5 Years	18.84	19.41	19.99	20.79
After 6 Years	19.21	19.79	20.38	21.19
After 7 Years	19.50	20.09	20.69	21.52
After 8 Years	19.85	20.45	21.06	21.90
After 9 Years			21.43	22.29