

SOURCE	O.N.A.
EFF.	88/12/01
TERM.	91/03/31
No. OF EMPLOYEES	102
NOMBRE D'EMPLOYÉS	L.W.

151

COLLECTIVE AGREEMENT

BETWEEN

VICTORIAN ORDER OF NURSES
(BRANT-NORFOLK-HALDIMAND BRANCH)

AND

ONTARIO NURSES' ASSOCIATION

Expiry Date March 31, 1991

0917901

I N D E X

ARTICLE NO.		PAGE
1	Purpose	3
2	Recognition	3
3	Definition	4
4	Management Functions	4
5	No Discrimination	5
6	No Strikes and Lockouts	5
7	Representatives and Committees	5
8	Association Security	8
9	Grievance and Arbitration Procedures	8
10	Job Security	11
11	Employee Files	15
12	Leave of Absence	16
13	Hours Of Work	19
14	Paid Holidays	22
15	Vacation	23
16	Sick Leave	25
17	Benefits	26
18	Orientation and Inservice	27
19	Miscellaneous	27
20	Duration	28
21	Compensation	28
APPENDIX A -	Salary Schedule	32

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 for all registered and graduate nurses engaged in a nursing capacity by Victorian Order of Nurses Brant-Norfolk-Haldimand Branch in the County of Brant and the Region of Haldimand-Norfolk save and except supervisors and those persons above the rank of supervisor.
- 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, employed by the Employer.
- 2.03 The Employer recognizes the following categories of nurses :
- (a) A full-time nurse is a nurse who is regularly scheduled to work the normal full-time hours referred to in Article 13.
 - (b) A Permanent Part-Time Nurse is a nurse who is regularly scheduled to work on average three (3) tours or more per week but less than full-time hours and who has a predetermined schedule of regular days of work per week.
 - (c) A Regular Part-Time Nurse is a nurse who is scheduled to work on average three (3) tours per week or less and who has a predetermined schedule.

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, and in accordance with the Health Disciplines Act 1974 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 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.
- 3.04 The word "Nurses" as when used throughout this agreement shall mean persons included in the above described bargaining unit.
- 3.05 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 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

a

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.

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 R.S.O. 1980 as amended.

ARTICLE! 7 - REPRESENTATIVES AND COMMITTEES

- 7.01 The Employer will recognize the following:
- (a) Nurse Representatives
- The Employer agrees to recognize four 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 9 as provided in this Collective Agreement.

(b) Grievance Committee

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

Association-Management Committee

- (d) There shall be an Association Management Committee consisting of two (2) representatives of the Employer and two (2) representatives of the Association. The Committee shall meet every two (2) months unless otherwise mutually agreed. Agenda items to be discussed shall be exchanged in writing at least one (1) week in advance of the meeting, The Committee shall discuss matters of concern regarding the providing of nursing care including workload. Minutes shall be kept of the discussions and signed by the parties,

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 A representative of the Association shall be allowed a reasonable period of time of fifteen (15) minutes maximum within regular working hours to interview once each new nurse hired during the previous month.

7.06 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 fulfil 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.

- 7.07 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.

ARTICLE 8 - ASSOCIATION SECURITY

- 8.01 The Employer agrees during the term of this Agreement to deduct from the wages of each 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 as deducted and remitted.
- 8.02 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 AND ARBITRATION PROCEDURES

- 9.01 For the purpose of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement.
- 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.
The nurse may be accompanied by a nurse representative if she wishes.

Such complaint shall be discussed with her immediate supervisor within seven (7) days after the circumstances giving rise to it have occurred. If

9.03

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 five (5) days following the date on which the grievance was presented to her. Failing settlement, then:

Step No. 2

Within five (5) 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 five (5) 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.

9.04

In the event 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 No. 2 of the Grievance Procedure no later than five (5) days of discharge.

9.05

Group Grievance

Where a number of nurses have similar grievances they may present a group grievance in writing, signed by each grieving nurse, to the Executive Director within fourteen (14) days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the nurse(s).

9.06

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

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.

9.07

ARBITRATION

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 No. 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 of Ontario upon request of either party.

9.08

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.

9.09

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.

9.10

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 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.
- 9.12 No person may be appointed as an arbitrator, who has been involved in an attempt to negotiate or settle a grievance.
- 9.13. Time limits fixed in complaints, grievance and arbitration procedures maybe extended by the mutual consent of the parties.
- 9.14 In computing the days for taking action or giving any notice, Saturdays, Sundays or Holidays as defined in 14.01 shall not be counted.
- 9.15 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

- (a) Seniority for full-time nurses shall be defined as length of service with the Employer since date of last hire.
- (b) Seniority for permanent part-time nurses will be calculated on a pro-rata basis, to full-time service.
- (c) Seniority for regular part-time nurses will be calculated on hours worked, on the basis of fifteen hundred (1500) hours equal to one (1) year of full-time service.
- (d) In the event a full-time or permanent part-time nurse obtains a regular part-time position or vice-versa the nurse will transfer her seniority on the basis of one (1) year of full-time service equals fifteen hundred (1500) hours of regular part-time service.

- 10.02 Newly hired 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 Association by April 30th and October 31st.
- 10.04 (a) Seniority shall be retained and accumulated when a nurse is absent from work under the following conditions:
- (i) when on leave of absence with pay;
 - (ii) when on an approved leave of absence without pay, not exceeding 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 V.O.N. Brant-Norfolk-Haldimand Branch.
- (b) Seniority shall be retained but not accumulated when a nurse is absent from work under the following circumstances:
- (i) when on an approved leave of absence without pay, exceeding thirty (30) continuous calendar days;
 - (ii) when absent due to illness for a period of eighteen (18) months after sick leave credits have been exhausted;
 - (iii) for a period of one (1) year after layoff commenced.
 - (iv) when in receipt of Worker's 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 the 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 the nurse has been absent due to disability or illness for a period of eighteen (18) months or layoff for a period of one (1) year;
- (iv) is absent from scheduled work for a period of three (3) or more consecutive working days without providing a satisfactory reason.

10.05

Posting of Vacancies

- (a) Permanent part-time nurses and regular part-time nurses may apply for full-time vacancies, and full-time nurses may apply for part-time vacancies. Nurses employed in any category may apply for promotional vacancies.
- (b) The Employer will post a vacancy, indicating the category of the vacant position, for ten (10) 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.

10.06

In assessing applicants for vacancies the following factors shall be considered:

- (a) Skill, ability, experience and qualifications,
- (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

Temporary Full-Time and Temporary Permanent Part-Time vacancies shall be filled by Regular Part-Time nurses employed by the Branch before hiring a new

employee. The Employer will outline the conditions and duration of such vacancy to the nurse filling the temporary position. A part-time nurse who fills the temporary vacancy will retain her part-time status which includes the payment of the percentage in lieu of benefits. Upon completion of the assignment the part-time nurse shall be returned to her former position.

- 10.08 (a) A nurse interested in working in a different service area may submit a written request for transfer. Her request will be considered when a vacancy to be posted occurs before the vacancy is filled.
- (b) In the event the Employer intends to make a total district re-assignment of nursing personnel within areas of an office 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.
- (c) In order to cope with temporary staffing shortages occurring in any Branch office area each office will maintain a list of nurses willing to accept temporary assignment to another office. Such lists will be utilized prior to assignment of other staff.
- 10.09 (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. 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 and recall of full-time nurses shall be complete and separate from layoff and recall of part-time nurses.
- (b) The Employer will not hire a nurse to fill a vacancy where there is a nurse on layoff who is willing and qualified to fulfill the normal requirements of the job.
- (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 of a permanent or

long term nature, the V.O.N. will meet with the local Association to review the reasons causing the layoff.

10.10 Positions Outside the Bargaining Unit

- (a) A nurse who accepts a position outside of the bargaining unit shall, subject to (b) below, retain, but not accumulate her seniority held at the time of 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.

ARTICLE 11 - EMPLOYEE FILES

- 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 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.

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

ARTICLE 12 - LEAVE 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 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 Association Business

- (a) Leave of absence without pay to attend Association business will be granted taking into consideration service needs and such leave shall not be unreasonably withheld. The total of such days shall not exceed thirty-five (35) days per annum and no more than two (2) nurses from each office to a maximum of four (4) nurses from the Branch shall be absent from duty at any one time. 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 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

Professional and Education 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 in an equitable basis from nurses who make application to attend.

12.05

Bereavement Leave

A nurse who notifies the Employer as soon as possible following a death in the nurse's immediate family, shall be granted up to three (3) consecutive days off, 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 a 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 on which a nurse would otherwise qualify for salary payment.

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.

12.06

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 (10) 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 (1) 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 six (6) months in total. A written request by the nurse to extend the maternity leave shall be submitted at least two (2) 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 (2) 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 (2) 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.

12.07

Adoption Leave

- (a) A nurse, with at least twelve (12) 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 six (6) months duration, consideration being given to any requirements of adoption authorities. The

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.

12.08

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 whilst attending 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 meals allowance.

ARTICLE 13 - HOURS OF WORK

13.01

- (a) The regular hours of work for all full-time nurses shall be seventy-five (75) hours per two (2) week period. The normal work day shall be seven and one-half (7-1/2) hours, exclusive of a one (1) hour unpaid meal period.
- (b) The regular hours of work for permanent part-time nurses shall average a minimum of forty-five (45) hours per two (2) week period. The normal work day shall be seven and one-half (7-1/2) hours, exclusive of a one (1) hour unpaid meal period.
- (c) The daily and weekly hours of work for regular part-time nurses may vary from day to day and week to week.

- 13.02 There shall be a paid fifteen (15) minute rest period during each half (1/2) tour. Nurses will have the option of taking one (1) rest period of thirty (30) minutes per tour with the understanding that the rest period will not be taken during the first or last hour of the nurse's scheduled tour.
- 13.03 The work schedule shall be posted one (1) month in advance and shall cover a one (1) month period. Any request for time off must be submitted in writing one (1) week in advance of the posting of the schedule.
- Nurses may exchange tours with the approval of their supervisor. It is understood that an exchange of tour shall not result in any premium payment.
- 13.04 The scheduling of nurses for weekend duty shall be on a rotational basis. A nurse will not be scheduled to work more than one (1) weekend in four(4). In the event a nurse is required to work on a weekend which contravenes this provision, all hours worked on such weekend shall be paid at the rate of time and one-half (1-1/2) the nurse's regular hourly rate of pay. The premium payment shall not apply where the nurse works the weekend as a result of an exchange of weekends with another nurse.
- 13.05 The Employer will schedule the weekends off prior to and following the nurse's scheduled vacation.
- 13.06 All time worked in excess of a ten (10) day, seventy-five (75) hour fortnight averaged over four (4) weeks or seven and one-half (7-1/2) hours a day shall be considered as overtime subject to the following condition:
- The nurse is authorized by her supervisor or designate to work overtime.
- 13.07 A nurse who works authorized overtime shall receive compensating time off at the rate of time and one-half (1-1/2) the overtime hours worked, or payment at the rate of time and one-half (1-1/2) her regular rate of pay, if the nurse so requests.
- 13.08 The nurse shall make a determination at the end of each month, and either pay or compensating time will be provided in the following month: however a nurse shall be entitled to accumulate her overtime to a maximum of twenty-two and on-half (22-1/2) hours.

Notwithstanding the foregoing, any outstanding accumulated overtime as of March 31st shall be paid to the nurse at her current rate of pay. 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 provide each nurse with a statement of overtime and undertime owing at the end of each month, during the following month.

- 13.09 The Employer shall schedule compensating time off at a time mutually agreed between the nurse and her immediate supervisor.
- 13.10 A nurse shall be paid double her regular straight time hourly rate for all hours worked in excess of seven and one-half (7-1/2) hours on any tour for which she receives time and one-half (1-1/2) her regular straight time hourly rate.
- 13.11 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.
- 13.12 A nurse who is called into work from standby shall receive compensating time at the rate of time and one-half (1-1/2) for all hours worked with a minimum guarantee of two (2) hours pay at straight time in addition to standby pay.
- 13.13 Full-time and permanent part-time nurses assigned to evening visits following completion of their tour, 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 guarantee of two (2) hours pay at straight time. Regular part time nurses shall receive payment as indicated above instead of compensating time off.
- 13.14 A nurse who is not assigned to standby or evening visits and who has completed her regularly scheduled tour and is called back to work shall receive time and one-half (1-1/2) her regular straight time hourly rate for all hours worked with a minimum guarantee of two (2) hours pay at straight time.
- 13.15 If a nurse's scheduled tour is cancelled with less than fifteen (15) hours notice prior to the starting time of her scheduled tour, she shall receive four (4) hours pay at her regular straight hourly rate. The 'cancellation notice will be given personally to

the nurse where possible, but where the nurse can not be contacted, the notice will be placed on the telephone answering service.

13.16

A nurse who reports to work according to a normal tour as assigned for her on the posted work schedule shall, unless otherwise notified by her immediate supervisor, receive a minimum of four (4) hours pay at her regular straight time hourly rate of pay if her regular duties are not available. Such nurse shall be required to perform nursing duties assigned by her immediate supervisor.

ARTICLE 14 - PAID HOLIDAYS

14.01 The Employer shall recognize the following as designated holidays:

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

In the event the Government of the Province of Ontario proclaims Heritage Day or some other day as a Holiday, the proclaimed day will replace Remembrance Day.

14.02

A full-time nurse required to work on any of the holidays listed in Article 14.01 shall be paid at one and one-half (1-1/2) times her regular straight time hourly rate of pay. In addition, she will receive a lieu day off at her regular rate of pay. Such lieu day off shall be scheduled at a time mutually agreeable to the nurse and her supervisor within thirty (30) days before or thirty (30) days following the holiday.

14.03

Permanent part-time nurses shall be paid at the rate of time and one-half (1-1/2) their regular straight time hourly rate for all hours worked on the recognized holidays listed in Article 14.01, in addition to holiday pay.

14.04

A regular part-time nurse shall be paid at the rate of time and one-half (1-1/2) her regular straight

time hourly rate for all hours worked on the recognized holidays listed in Article 14.01.

In addition a regular part-time nurse who has earned wages on at least twelve (12) days during the four (4) weeks immediately preceding any holiday listed in 14.01 shall receive a day's pay for the holiday.

14.05 A full-time or permanent part-time nurse not required to work on a designated holiday will receive the day off with pay in the amount of her regular straight time earnings provided:

(a) she works her scheduled work day on each of her scheduled working days immediately preceding and following the holiday unless absent on paid leave;

(b) she has been employed by the V.O.N. for at least one (1) month preceding the holiday.

14.06 If any of the holidays listed above occur on a full-time nurse's regular day off, the nurse shall receive an additional day off with pay at a mutually agreeable time provided she qualifies in accordance with 14.05 above,

14.07 If any of the above mentioned holidays occur during a nurse's vacation period then:

(a) a full-time nurse will receive an additional day off with pay at a mutually agreeable time:

(b) a permanent part-time nurse will receive an additional day's pay,

14.08 A full-time or permanent part-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.

ARTICLE 15 - VACATIONS

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

15.02 A full-time nurse who has completed less than one (1) year of full-time continuous service as at March

31st shall be entitled to a vacation with pay on the basis of one point sixty-seven (1.67) days for each completed month of service.

- 15.03 A full-time nurse who has completed one (1) or more years of service as at March 31st shall be entitled to an annual vacation with pay of twenty (20) days.
- 15.04 A full-time nurse who has completed fifteen (15) years of service shall be entitled to an increase to two point zero eight (2.08) days 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.
- 15.05 A full-time nurse who has completed twenty-five (25) years of service shall be entitled to an increase to two point five (2.5) days vacation for each completed month of service from her anniversary date to March 31st of that year and an annual vacation with pay of thirty (30) days thereafter.
- 15.06 A permanent part-time nurse shall be entitled to the same vacation time as a full-time nurse and her salary continuation during vacation will reflect her normal scheduled hours during the vacation period.
- 15.07 A regular part-time nurse shall be entitled to the same vacation time as a full-time nurse and her vacation pay shall equal eight percent (8%) of gross earning. Vacation pay is included in each pay cheque. Commencing June 1, 1990 vacation pay for regular part-time nurses will be paid on the first pay in June of each year and on termination.
- 15.08 Vacation shall not be accumulated from year to year, but will be granted in the year it is earned. Any extension must be approved by the Nursing Supervisor.
- 15.09 When a nurse's employment is terminated for any reason, full payment for vacation earned but not taken will form part of such nurse's termination, or if the nurse has received more vacation than has been earned to the date of termination, the overpayment shall be deducted from the salary of the nurse or refunded to the Employer by the nurse.
- 15.10 (a) Vacation requests shall be submitted in writing by April 1st. Where there is a conflict in vacation request, seniority shall be the

deciding factor. The Employer will post the final vacation list by May 1st. A nurse may be limited to a maximum of two (2) weeks vacation in the summer period (July and August). Special requests for extended summer vacation times may be granted at the approval of the Executive Director, or her designate.

- (b) Vacation requests submitted after April 1st will be considered as of the date submitted.

ARTICLE 16 - SICK LEAVE

- 16.01 (a) 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.
- (b) Permanent part-time nurses shall accrue sick leave credits on a pro-rated basis based on the scheduled hours worked as compared to the hours of work of a full-time nurse,
- The maximum accumulation shall be one hundred and twenty (120) days.
- 16.02 Sick leave will continue to accrue for all nurses on the basis set out in Article 12.02 during such time as the nurse may be absent on sick leave provided a nurse actively works at some time during the month.
- 16.03 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.
- 16.04 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 April of each year of her employment.
- 16.05 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.

ARTICLE 17 -
BENEFIT PLANS - FULL-TIME AND PERMANENT PART-TIME NURSES

17.01 A pension plan is maintained at a national level for employees.

Part-time employees may participate in the plan subject to enrollment requirements.

17.02 The Employer agrees to contribute one hundred percent (100%) of the billed premium of a group life insurance plan available to nurses. The coverage will amount to two (2) times the nurse's annual salary and will include Accidental Death and Dismemberment coverage equal to two (2) times the nurse's annual salary.

17.03 The Employer agrees to contribute fifty percent (50%) of the billed premiums towards coverage of eligible nurses in the active employ of the Employer under the Extended Health Care-Vision Care Benefit Plan. The balance of the monthly premium is to be paid by the nurse through payroll deductions.

17.04 The Employer agrees to contribute fifty percent (50%) of the billed premiums towards coverage of eligible nurses in the active employ of the Employer under the Dental benefits as provided under the V.O.N. National Group Insurance Plan. The balance of the monthly premium is to be paid by the nurse through payroll deduction.

17.05 V.O.N. will provide access for full-time and permanent part-time employees to the National Long-term Disability Plan subject to its terms and conditions, on the basis of one hundred percent (100%) employee paid premiums.

17.06 The Employer shall provide each nurse and the Association 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.

17.07 The Employer may substitute another carrier for any of the foregoing plans provided that the level of benefits conferred thereby is 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.

ARTICLE 18 - ORIENTATION AND INSERVICE

18.01 In its aim to provide highest quality visiting nursing care V.O.N. 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 written evaluation and periodic conferences;
- (d) staff attendance at professional nursing association meetings, short term workshops or institutes relevant to the nurses' work at the discretion of V.O.N.

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

ARTICLE 19 MISCELLANEOUS

19.01 Bulletin Board

The Employer will provide the Association with a bulletin board in a conspicuous location in the staff workroom in the Main Office and bulletin board space in any sub-office for the purpose of posting notices regarding meeting and other matters of Association business. All such notices must be signed by the Contact Person of the local Association. Notices must be approved by the Executive Director or her designate prior to posting. Such approval shall not be unreasonably denied.

19.02 A copy of this Agreement in a mutually agreed form will be issued to each nurse presently employed and to each newly hired nurse. The cost of printing this Agreement shall be equally shared between the Association and the Employer.

19.03 Paydays

Nurses shall be paid semi-monthly and shall receive an itemized statement of deductions, premiums and

changes of increment in a sealed envelope. Nurses leaving the employ of VON shall be paid all outstanding amounts on the next regularly scheduled pay date.

19.04 Medical Examinations

For any annual medical examinations required by VON, a nurse may choose her personal physician.

19.05 Rules and Policies

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 of the Nurse-Management Committee will be scheduled as soon as possible to discuss these issues.

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

ARTICLE 20 - DURATION

20.01 This Agreement shall continue in effect until March 31, 1991 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.

20.02 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.

ARTICLE 21 - COMPENSATION

21.01 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.

21.02 A graduate nurse in the employ of the Employer upon presenting proof of current Certificate of Competence by the College of Nurses' of Ontario shall be given the salary of the registered staff nurse as provided in this Article retroactive to the

date of successfully passing the certification examination or the date of last hire, whichever is later.

21.03

Previous Experience Credit

- (a) 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 hospital nursing experience at the time of application for employment. The nurse shall co-operate with V.O.N. by providing verification of such previous experience. No credit shall be given for experience of less than six months duration, nor where the nurse has not been actively nursing within the immediately preceding last three years. V.O.N. 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 increment for each year of V.O.N. nursing or other related visiting nursing experience and one increment for each two years of other nursing experience. This shall be effective on date of ratification.

21.04

Grid Advancement

- (a) Each full-time nurse shall advance one step from her present level to the next level set out in the wage grid twelve (12) months after she last advanced. If a nurse's absence without pay exceeds thirty (30) continuous calendar days, her advancement date will be extended by the length of such absence in excess of thirty (30) continuous calendar days.
- (b) Each permanent part-time shall advance one (1) step from her present level to the next level set out in the wage grid upon completion of two hundred and sixty (260) paid shifts. For the purpose of this Article, paid shifts shall be deemed to include shifts not worked due to approved leave of absence, provided such absence does not exceed thirty (30) continuous calendar days.

- (c) Each regular part-time nurse shall advance one (1) step from her present level to the next level set out in the wage grid upon completion of seventeen hundred and twenty-five (1725) hours of service prior to March 31, 1990 and fifteen hundred (1500) hours of service thereafter.
- (d) 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.

21.05 A nurse shall be paid a shift premium of forty-five cents (45c) per hour for each hour worked on the evening shift.

21.06 Whenever a nurse is temporarily assigned by the Employer to replace a supervisor for a period of one (1) day or longer, she shall be paid an allowance at Six Dollars and Fifty Cents (\$6.50) per day in addition to her regular salary.

21.07 NEW CLASSIFICATIONS

Where VON establishes a new classification within the bargaining unit, it shall advise the union of the classification and the rate of pay. If requested, VON 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 VON. 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.

21.08 Uniform Allowance

- (a) The Employer will pay a uniform allowance of two hundred dollars (\$200.00) to newly employed full-time and permanent part-time nurses. On the nurse's increment date a further allowance of one hundred dollars (\$100.00) will be paid.
- (b) A nurse who resigns or transfers before completing the year in which the initial or subsequent allowance is received shall refund

in proportion to the number of months not served.

- (c) The Employer will pay a uniform allowance of two hundred dollars (\$200.00) to newly employed regular part-time nurses. Upon the completion of each fifteen hundred (1500) hours of service, a further allowance of one hundred dollars (\$100.00) will be paid.
- (d) A regular part-time nurse who resigns or transfers before fifteen hundred (1500) hours of service have been completed, for which the initial or subsequent allowance is received, shall refund, in proportion to the hours served.

21.09

Car Allowance

Effective April 1, 1989 a nurse required by the Employer to use her own car on V.O.N. business shall be reimbursed at the rate of twenty-seven cents (27c) per kilometre driven in connection with such business. Effective April 1, 1990 the rate of reimbursement shall be increased to twenty-nine cents (29c) per kilometre.

21.10

In Lieu Of Benefits

Effective December 1, 1988, in lieu of the benefits set out in Articles 16 and 17 regular part-time nurses shall receive an amount of eight percent (8%) of their regular straight time hourly rate. Such amount shall not be included in the base used for the purposes of calculating any premiums nor shall it be paid on any overtime or premium hours worked.

21.11

Retroactivity

Salary increases shall be retroactive to the dates indicated in Schedule 1. Nurses in the employ of the Employer on or after December 1, 1988 shall be entitled to retroactive salary increases based on hours paid. The Employer will notify nurses employed on or after December 1, 1988 who have left the service of the Employer of their eligibility for retroactivity. Retroactivity will be on a separate cheque and will be paid to the nurses within six (6) weeks following ratification of this Agreement. Other monetary items shall be effective on date of ratification unless otherwise specified.

Dated at Brantford, Ontario this 30th day of May, 1990.

FOR THE EMPLOYER

Paul Demond
W. Kirsch
Katherine Kisholm

FOR THE ASSOCIATION

Marsha Smith
Gallie Sly
Judi Rushton
Rose McMillan
Koseline Buxton

APPENDIX "A"

SALARY SCHEDULE

	<u>Yearly</u>	<u>Hourly</u>
<u>Registered Nurse</u>		
Effective December 1, 1988		
Step 1	29,283.00	15.02
Step 2	29,950.00	15.36
Step 3	30,618.00	15.70
Step 4	31,286.00	16.04
Step 5	31,953.00	16.39
Step 6	32,621.00	16.73
Step 7	33,289.00	17.07
Effective April 1, 1989		
Step 1	30,161.00	15.47
Step 2	30,849.00	15.82
Step 3	31,537.00	16.17
Step 4	32,224.00	16.53
Step 5	32,912.00	16.88
Step 6	33,600.00	17.23
Step 7	34,287.00	17.58
Step 8	34,975.00	17.94
Effective December 1, 1989		
Step 1	31,066.00	15.93
Step 2	31,774.00	16.29
Step 3	32,483.00	16.66
Step 4	33,191.00	17.02
Step 5	33,899.00	17.38
Step 6	34,608.00	17.75
Step 7	35,316.00	18.11
Step 8	36,024.00	18.47
Effective April 1, 1990		
Step 1	31,998.00	16.41
Step 2	32,728.00	16.78
Step 3	33,457.00	17.16
Step 4	34,187.00	17.53
Step 5	34,916.00	17.91
Step 6	35,646.00	18.28
Step 7	36,376.00	18.65
Step 8	37,105.00	19.03
Step 9	37,835.00	19.40

Effective December 1, 1990

Step 1	32,958.00	16.90
Step 2	33,709.00	17.29
Step 3	34,461.00	17.67
Step 4	35,212.00	18.06
Step 5	35,964.00	18.44
Step 6	36,715.00	18.83
Step 7	37,467.00	19.21
Step 8	38,218.00	19.60
Step 9	38,970.00	19.98

APPENDIX "A"
SALARY SCHEDULE

	<u>Yearly</u>	<u>Hourly</u>
<u>P.H.N./BScN</u>		
Effective December 1, 1988		
Step 1	30,305.00	15.54
Step 2	30,972.00	15.88
Step 3	31,640.00	16.23
Step 4	32,308.00	16.57
Step 5	32,975.00	16.91
Step 6	33,643.00	17.25
Step 7	34,311.00	17.60
Effective April 1, 1989		
Step 1	31,214.00	16.01
Step 2	31,901.00	16.36
Step 3	32,589.00	16.71
Step 4	33,277.00	17.07
Step 5	33,965.00	17.42
Step 6	34,652.00	17.77
Step 7	35,340.00	18.12
Step 8	36,028.00	18.48
Effective December 1, 1989		
Step 1	32,150.00	16.49
Step 2	32,858.00	16.85
Step 3	33,567.00	17.21
Step 4	34,275.00	17.58
Step 5	34,983.00	17.94
Step 6	35,692.00	18.30
Step 7	36,400.00	18.67
Step 8	37,108.00	19.03

Effective April 1, 1990

Step 1	33,115.00	16.98
Step 2	33,844.00	17.36
Step 3	34,574.00	17.73
Step 4	35,303.00	18.10
Step 5	36,033.00	18.48
Step 6	36,763.00	18.85
Step 7	37,492.00	19.23
Step 8	38,222.00	19.60
Step 9	38,951.00	19.98

Effective December 1, 1990

Step 1	34,108.00	17.49
Step 2	34,860.00	17.88
Step 3	35,611.00	18.26
Step 4	36,362.00	18.65
Step 5	37,114.00	19.03
Step 6	37,865.00	19.42
Step 7	38,617.00	19.80
Step 8	39,368.00	20.19
Step 9	40,120.00	20.57

LETTER OF UNDERSTANDING

BETWEEN

VICTORIAN ORDER OF NURSES
(Brant-Norfolk-Haldimand Branch)

AND

ONTARIO NURSES' ASSOCIATION

The Employer agrees to compile a seniority list for all nurses in the bargaining unit, based on Employee records on file. Should a dispute arise concerning the accuracy of this initial seniority list, the Employer will provide a nurse with access to her file, in the presence of a nurse representative, for the purpose of verification.

This seniority list shall be posted within thirty (30) days of the date of ratification by the Association and a nurse will have thirty (30) calendar days from the posting date to make written objection to the accuracy of the list, failing which, the seniority list will be deemed to be accurate.

A copy of the posted initial seniority list will be sent to the Association.

Dated at Brantford, Ontario this 30th day of May, 1990.

FOR THE EMPLOYER

James J. Demond
W. Kirsch
L. Catherine Christman

FOR THE ASSOCIATION

Marsha Sociall
Gellie Sly
Judi Rushton
Rose McMillan
Deborah Bishop
Ann B...

LETTER OF AGREEMENT

BETWEEN

VICTORIAN ORDER OF NURSES
(Brant-Norfolk-Haldimand Branch)

AND

ONTARIO NURSES' ASSOCIATION

The parties have agreed during negotiations that notwithstanding the provisions of the Collective Agreement (Article 13.04) indicating that a nurse will not be scheduled to work more than one (1) weekend in four (4) the Branch will endeavour to maintain the existing practice other than during the summer vacation period.

Dated at Brantford this 30th day of May, 1990.

FOR THE EMPLOYER

James D. Dymond
W. Kusch
Catherine Chisholm

FOR THE ASSOCIATION

Marsha Jonick
Rollie Gly
Judi Rustler
Rose McMillan
Heather Bishop
Ann Turner

