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COLLECTIVE AGREEMENT

between

VICTORIAN ORDER OF NURSES - NORTH BAY BRANCH

and

ONTARIO NURSES' ASSOCIATION

NOV 10 1995

Expiry: March 31, 1996

102/201

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ARTICLE 1 - PURPOSE

1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and the Association 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 nurses employed in a nursing capacity by the Victorian Order of Nurses, North Bay Branch in North Bay, Ontario save and except Supervisor and those above the rank of Supervisor.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Association hereby recognizes that the management of VON has retained, and shall possess and exercise all rights, functions, powers, privileges and authority that VON possessed prior to the execution of this Collective Agreement, except those that are expressly and specifically relinquished or restricted in this Collective Agreement. Without restricting the generality of the foregoing, the Association acknowledges that it is the sole right of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, direct, promote, demote, classify, transfer, layoff, recall, suspend, discharge or otherwise discipline nurses providing that a claim by a nurse of discharge, suspension, or discipline without just cause may be the subject of a grievance and dealt with as provided for in this Collective Agreement.
- (c) determine the methods, job classifications and content, work assignments, schedules, procedures, programs, locations, equipment, means of transportation while on duty, areas in which nurses work, numbers of nurses and staff requirements, subject to the Collective Agreement; and
- (d) make, enforce and alter from time to time reasonable rules and regulations to be observed by the nurses, provided that such rules and regulations shall not be inconsistent with the provisions

of the agreement and that they be exercised in a reasonable manner.

ARTICLE 4 - DEFINITIONS

4.01 The following definitions shall be applied to this Agreement.

- (a) A "Registered Nurse" shall mean a person who is registered by the College of Nurses of Ontario in accordance with the Health Disciplines Act.
- (b) A Registered Nurse is required to present her current certificate of competence to the Executive Director or designate by 15 February of each year. This date may be extended where the nurse provides a reason satisfactory to the Executive Director or designate. Failure to provide the certificate or such satisfactory reason may result in a suspension from duty until the current certificate is presented.
- (c) A "full-time nurse" shall mean a nurse who is employed on a permanent basis and who is normally scheduled to work the standard hours per week as specified in this Collective Agreement.
- (d) A "regular part-time nurse" shall mean a nurse who is employed on a permanent basis to regularly work, as scheduled, less than the standard hours per week as specified in this Collective Agreement, who has made a commitment to be available for work on a regular basis as scheduled by the Employer.
- (e) A casual part-time nurse is a nurse who works on a relief or short notice basis as required by the Employer. A shift nurse is considered casual. A casual part-time nurse has no obligation to accept work and the Employer has no obligation to offer work.
- (f) A "Graduate Nurse" shall mean a nurse with certification incomplete who is a graduate of a program acceptable to the College of Nurses of Ontario and is either in the process of being certified by the College of Nurses of Ontario or is completing certification requirements. This certification shall be completed within twenty-four (24) months following date of hire. Where a nurse fails to complete such certification requirements, she will be terminated and such termination shall not be the subject matter of a grievance or arbitration procedure.

(g) Definitions

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 where the context so requires.

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** The Association agrees that there will be no Association activity or solicitation for membership on employer premises or during working hours except with the written permission of the Employer or as specifically provided for in this Agreement.
- 5.03** It is agreed that there will be no discrimination by either party or by any of the nurses covered by this Agreement on the basis of race, creed, colour, national origin, sex, sexual orientation, marital status, age, political or religious affiliation or any factor which is not pertinent to the employment relationship. In interpreting this provision, an arbitrator or board of arbitration shall take account of and apply the exemptions and definitions contained in the Ontario Human Rights Code.
- 5.04** (a) The parties agree that sexual harassment by any person employed by the Employer will not be tolerated in the workplace.
- (b) Sexual harassment is defined as:
- i) inappropriate touching, including touching which is expressed to be unwanted;
 - ii) suggestive remarks or other verbal abuse with a sexual connotation;
 - iii) compromising invitation;
 - iv) repeated or persistent leering at a person's body;

- v) demands for sexual favours:
 - vi) sexual assault
- (c) Grievances under this clause will be handled with all possible confidentiality and dispatch.

ARTICLE 6 - NO STRIKE, NO LOCKOUT

- 6.01 The Association agrees that there will be no strikes, and the Employer agrees that there will be no lockouts so long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act, R.S.O. 1980, as amended.

ARTICLE 7 - ASSOCIATION SECURITY

- 7.01 The Employer shall deduct from the total monthly pay due to each nurse a sum equal to the regular monthly union dues of each nurse. In the case of newly employed nurses, such deductions shall commence in the month following their date of hire.
- 7.02 The amount of the regular monthly dues shall be those authorized by the Association and the Provincial Secretary-Treasurer of the Association shall notify the Employer of any changes therein at least one month prior to such change and such notification shall be the Employer's conclusive authority to make the deduction specified.
- 7.03 The Employer will send to the Ontario Nurses' Association monthly, its cheque for the dues so deducted, along with a list of names and the amount of such deduction for each nurse. The list shall show the Social Insurance Number of each nurse, terminations, new hires and leaves of absence which are known by the Employer to be thirty (30) continuous days or longer before commencement. A copy of the list will be sent to the local Association.
- 7.04 The Association shall indemnify and save the Employer harmless from any claims from nurses as a result of dues having been collected in accordance with the terms of this Agreement.
- 7.05 The Employer shall provide each nurse with a T-4 slip, showing the dues deducted in the previous year for income tax purposes.

ARTICLE 8 - ASSOCIATION COMMITTEES AND REPRESENTATIVES

- 8.01** The Employer will recognize the following:
- (a) A Grievance Committee of two (2) nurses. Notwithstanding 8.03^(b), it is understood that the Employer shall not be required to pay for more than one (1) nurse to attend any grievance meeting in addition to the grievor, should she be present.
 - (b) A Negotiating Committee of two (2) nurses and an Employment Relations Officer of the Ontario Nurses' Association.
 - (c) A Labour-Management Committee composed of two (2) representatives of the Employer and two (2) representatives of the Association. Meetings of this Committee shall be held every two (2) months unless otherwise agreed. Agenda items to be discussed shall be exchanged in writing at least seven (7) calendar days prior to the meeting. This Committee shall promote and provide for effective and meaningful communication of information and ideas and shall make joint recommendations on matters of concern with respect to the Employer. Minutes of this meeting shall be kept and signed by both parties. The role of Chairperson shall rotate between the parties.
- 8.02** The Association shall keep the Employer notified in writing of the names of the nurse representatives Committee members and Officers of the Local Association appointed or elected under this Article as well as the effective date of their respective appointments. Only names supplied will be the nurses recognized by the Employer.
- 8.03**
- (a) If a Representative must leave her regular duties for a short period of time in order to attend to Association business in the office, she will first obtain the permission of her Supervisor. Such permission will not be unreasonably withheld. Upon completion of her business, the Representative will report to her Supervisor and then return to her regular duties.
 - (b) Representatives of the local Association shall suffer no loss of regular pay for all time spent during regularly scheduled working hours for Association business as described in those clauses except that:

- i) the Employer shall be required to pay nurses on the Negotiating committee up to but not including conciliation;
- ii) the Employer shall not be required to pay nurses on the Grievance Committee or the grievor for time spent at arbitration hearings.

8.04 During the orientation period of newly hired nurses, a nurse representative will be allowed a reasonable period of time, not to exceed fifteen minutes, within regular working hours to acquaint them with the Association. These interviews shall be scheduled in advance at times mutually agreeable to the parties.

8.05 Occupational Health and Safety Committee

- (a) The Employer and the Association agree that they mutually desire to maintain standards of health and safety in the workplace 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 (1) 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.

8.06 The Employer agrees to give representatives of the Ontario Nurses' Association access to the premises of the agency for the purpose of attending grievance meetings, provided that prior arrangements are made with the Executive Director. Such representatives shall have access to the premises only with the approval of the executive Director which will not be unreasonably withheld.

ARTICLE 9 - GRIEVANCE PROCEDURE

- 9.01
- (a) The parties to this Agreement believe that it is important to adjust complaints and grievances as quickly as possible.
 - (b) Complaints and grievances shall be processed in the manner hereinafter outlined in Article 9 (Grievance Procedure) and Article 10 (Arbitration Procedure) of this Agreement.
 - (c) A grievance under this Agreement shall be defined as an alleged difference over the interpretation, application, administration, or alleged violation of this Agreement including any question as to whether a matter is arbitrable.
 - (d) When, as hereinafter required in the Article, a grievance is to be submitted in writing, such grievance shall be in writing on a form supplied by the Association and shall identify the matter complained of, the remedy sought and the provisions of the Agreement which are alleged to be violated.
 - (e) At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, a nurse has the right to have a nurse representative present.
 - (f) A nurse past her probationary period shall only be discharged for just cause. A nurse who has not completed her probationary period may only be released based on a fair and proper assessment by the Employer against reasonable standards of performance and suitability. An allegation of action contrary to this clause may be the subject of a grievance.

9.02 It is understood that a nurse has no grievance until she has given her immediate supervisor or designate an opportunity of resolving her complaint. Such complaint shall be discussed with the nurse's immediate supervisor or designate within seven (7) calendar days of the time the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the nurse. The immediate supervisor or designate shall render a decision within seven (7) calendar days following the day on which the complaint was submitted. Failing settlement, it shall then be taken up as a grievance within seven (7) calendar days following notification of her immediate supervisor's decision in the following manner:

9.03 **Step No. 1**

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

9.04 **Step No. 2**

Within fourteen (14) calendar days following the decision in Step No. 1 the grievance may be submitted in writing to the Executive Director or her designata. A meeting will then be held within fourteen (14) calendar days of the submission of the grievance at Step No. 2 unless extended by agreement of the parties. It is understood and agreed that a representative of the Ontario Nurses' Association and the grievor may be present at the meeting. It is further understood that the Executive Director may have such counsel and assistance as she may desire at such meeting. The decision of the Employer shall be delivered in writing within fourteen (14) calendar days following the date of such meeting. A copy of the second step grievance reply will be provided to the Employment Relations officer.

9.05 **Group Grievance**

Where a number of nurses have identical grievances and each nurse would be entitled to grieve separately, they will present a group grievance in writing, signed by each nurse who is grieving, to the Executive Director or her designate at Step No. 1 within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the nurse(s). 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.

9.06 **Policy Grievance**

A complaint or grievance shall be presented in writing at Step No. 2 of the grievance procedure by the Employer or the Association for differences arising directly between the Employer and the Association concerning the interpretation, application, or alleged violation of this Agreement within fourteen (14) calendar days following the circumstances giving rise to the complaint of

grievance. The non-grieving party shall give its decision in writing within ten (10) calendar days after the meeting. Failing settlement, the grievance may be submitted to arbitration by either party.

It is expressly understood that the provisions of this Article may not be used with respect to a grievance directly affecting a nurse(s) which such nurse(s) could have instituted and the regular grievance procedure shall not be thereby bypassed.

9.07 Discharge or Suspension Grievance

A claim by a nurse that she has been discharged or suspended without just cause shall be treated as a **grievance** if a written statement of such grievance is presented to the Executive Director *or* her designate at Step No. 2 of the Grievance Procedure, within fourteen (14) calendar days after the nurse ceases to work for the **Employer**. Within fourteen (14) calendar days after the grievance has been referred to her, the Executive Director, or her designate, will meet with the Grievance **Committee** as provided in Step No. 2 of the Grievance **Procedure** and the **time limits** set out therein shall **apply**.

9.08 All agreements reached under the Grievance Procedure **will be** final and binding upon the Employer, the Association and the nurses for that particular grievance.

9.09 **The time limits** and procedures set out in the Grievance **and** Arbitration provisions herein are mandatory and **failure** to comply with such time limits and/or procedures except by the written agreement of the parties shall result in the grievance being deemed to have been abandoned.

ARTICLE 10 - ARBITRATION

10.01 If no written request for arbitration is received within fourteen (14) calendar days after the decision under Step Two is given, the grievance shall be deemed to have been abandoned.

10.02 When either party to this Agreement requests that a grievance be submitted to Arbitration, it shall make such request in writing addressed to the other party and at the same time name a nominee to the Board of Arbitration. Within fourteen (14) calendar days thereafter the other party shall name a nominee and notify the other party. The two (2) nominees so appointed shall confer and attempt to select by agreement the chairman for the Board of Arbitration within fourteen (14) calendar days. If

they are unable to agree upon such a Chairman, they shall then request the Ministry of Labour for the Province of Ontario to appoint a Chairman.

- 10.03 In the event of default by either party in nominating its representatives to the Board of Arbitration, the other party may apply to the Ministry of Labour for the Province of Ontario who shall have the power to effect such an appointment.
- 10.04 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance and arbitration procedure.
- 10.05 No such person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 10.06 The Arbitration Board shall not be authorized to alter, modify, add to or amend any part of this Agreement, or to make any decision which is inconsistent with the provisions of this Agreement.
- 10.07 Each party shall pay its own expenses, including witnesses, and the fees and expenses of the Arbitrator shall be borne equally by the parties.
- 10.08 Wherever Arbitration Board is referred to in this Agreement, the parties may mutually agree in writing to substitute a sole arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration shall apply accordingly.

ARTICLE 11 - ACCESS TO AND USE OF FILES

- 11.01 Any letter of reprimand or suspension will not be used for the purpose of progressive discipline after eighteen (18) months following the receipt of such letter of reprimand or suspension, provided the nurse is discipline free for the immediate preceding twelve (12) months which she has worked.
- 11.02 When any type of performance appraisal related to job performance, nursing practice, or other employment-related matters is completed with respect to any nurse, it shall be reviewed with the nurse and she shall be given an opportunity to sign the document and indicate any area of disagreement in writing. A copy of the completed performance appraisal will be provided to the nurse upon request. It is understood that such performance appraisals do not constitute disciplinary action by the Employer against the nurse. (

- 11.03 Upon request and after having given reasonable notice, a nurse may *review* her file in the presence of her supervisor or delegate and be provided with a copy of any document contained therein.

ARTICLE 12 - SENIORITY

- 12.01 Seniority for full-time nurses shall be defined as length of service with the Employer since date of the last hire, subject to 12.05, 06 and 07.

Seniority for part-time nurses shall be based on paid hours accumulated since date of last hire. It is recognized that fifteen hundred (1500) paid hours equals one year of full-time service.

- 12.02 The probationary period for full-time nurses shall be eighty (80) tours worked. The probationary period for part time nurses shall be six hundred and fifty (650) hours or eight (8) months, whichever comes first. The probationary period may be extended by the Employer with the written agreement of the Association and the nurse.

- 12.03 The Employer will keep up to date seniority lists for the nurses and supply a copy of the current list to the Association once a year. The Employer will also post the list in a conspicuous place at the time it is forwarded to the Association. After the list has been posted a nurse and the Association has fourteen (14) calendar days to challenge the accuracy in writing. If such challenge is not made, then the list will be deemed to be accurate.

- 12.04 (a) A nurse who transfers from full-time to part-time status or vice versa shall not be required to serve a probationary period where she has previously completed one since her date of last hire. Where no such probationary period has been served, the number of tours worked since date of last hire shall be credited towards the probationary period.

- (b) In the event of such a transfer, a nurse shall have a trial period of sixty (60) tours in the instance of a transfer to full-time and two hundred and twenty-five (225) hours in the instance of a transfer to part-time. A nurse who fails to satisfactorily complete the trial period shall be returned to her former status.

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

- (a) When on an approved leave of absence with pay; 

- (b) When on an approved leave of absence without pay, not exceeding thirty (30) continuous calendar days;
- (c) When in receipt of paid sick leave;

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

- (a) When on an approved leave of absence without pay, exceeding thirty (30) continuous calendar days;
- (b) When on layoff not exceeding eighteen (18) calendar months;

12.07 Seniority shall be lost and a nurse shall be deemed to be terminated if that nurse:

- (a) Resigns ;
- (b) Is discharged and not reinstated;
- (c) Retires;
- (d) Is absent from scheduled work for a period of three (3) consecutive working days or more without a satisfactory reason to the Executive Director;
- (e) Is laid off for more than eighteen (18) calendar months;
- (f) Fails, upon being notified of a recall, to signify her intention to return within five (5) calendar days after she has received her notice of recall mailed by registered mail to the last known address according to the records of the Employer and fails to report to work within seven (7) calendar days after she has received the notice of recall or such further period of time as may be agreed upon by the employee and Employer;
- (g) Fails to report to work as scheduled at the end of leave of absence, vacation or suspension unless there is a reasonable explanation given to the Employer, or utilizes a leave of absence for purposes other than that for which the leave was granted;

12.08 In the event of a layoff the Employer agrees to layoff nurses in the reverse order of seniority in the Area affected, provided the nurses remaining are qualified to perform the remaining work. If a nurse who is subject to layoff in her Area is not the least senior nurse in the bargaining unit, then she may displace the least senior nurse in another Area, provided such nurse is qualified (

to perform the work. For the purposes of layoff the Areas shall be North Bay, Sturgeon Falls, Points South and Mattawa. The Employer shall affect casual employees before laying off regular employees. A nurse shall be recalled in order of seniority in the Bargaining Unit provided the nurse is qualified to perform the work.

12.09 The Employer will not hire any new nurse to fill a vacancy where there is a nurse on layoff who is qualified to fulfil the requirements of the job.

12.10 In the event of a proposed lay-off of a permanent or long term nature the Employer will:

(a) provide the Association with no less than thirty (30) calendar days notice of such lay-off; and,

(b) meet the Association to review the following:

(1) the reasons causing the lay-off:

(2) the service which the Employer will undertake after the lay-off; and,

(3) the method of implementation including the areas of cutback and the nurses to be laid off.

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

12.11 No reduction in the hours of work shall take place to prevent or reduce the impact of a lay-off without the consent of the Association.

12.12 (a) A nurse who is permanently transferred to a supervisory position outside the bargaining unit shall retain, but not accumulate seniority while in that position. When a nurse in a supervisory position, outside the bargaining unit, posts into the bargaining unit, she will be credited with seniority, only to the extent that she accumulated such rights within the bargaining unit, or what is now the bargaining unit.

(b) The selection or appointment of nurses for any supervisory position not covered by this Agreement, (

shall be subject to a trial period of three (3) months, during which time the nurse shall have the right of return to her former position without loss of seniority or benefits.

ARTICLE 13 - JOB POSTING

- 13.01 (a) Where a permanent vacancy occurs in a classification in the bargaining unit, the Employer will post a notice of such vacancy for ten (10) calendar days. Nurses shall submit written applications for the vacancy within the period indicated on the notice.
- (b) Nurses shall be selected for posted vacancies on the basis of their skill, ability, experience and qualifications. Where these factors are relatively equal amongst the nurses considered, seniority shall govern providing that the successful applicant, if any, is qualified to perform the available work. When seniority is the governing factor there shall be no distinction between full-time or part-time nurses.
- (c) Should there be no suitable applicants from within the bargaining unit, the Employer may hire a nurse from outside the bargaining unit.
- (d) The name of the successful applicant will be posted by the Employer. At the request of the nurse, the Employer will discuss with unsuccessful applicants ways in which they can improve for future postings.

13.02 The Employer shall have the right to fill a permanent vacancy on a temporary basis until the posting procedure has been completed and arrangements have been made to permit the successful applicant to be assigned to the position concerned. Term positions, interim positions, shift nurse assignments, replacements for leaves of absence (including parental/pregnancy), or work which is expected to last three (3) months or less shall not be considered permanent vacancies and therefore can be filled at the Employer's discretion. Upon completion of such work a newly hired nurse will be considered terminated, while an existing bargaining unit nurse assigned the work shall be reverted to her original status or position unless such position no longer exists, in which case she shall be given a comparable position.

ARTICLE 14 - LEAVES OF ABSENCE

14.01 Requests for leave of absence without pay will be considered on an individual basis by the Employer. Such requests are to be made in writing to the Executive Director or her designate at least fourteen (14) calendar days in advance, if possible, and a written reply will be given within seven (7) calendar days of receipt of such request, except in cases of emergency. Except in **unusual circumstances**, leaves of absence other than for educational reasons will not be granted until one (1) **year's** continuous service has been completed.

14.02 (a) **Association Leave**

Subject to service needs and staffing requirements, leave of absence to attend Association business such as conferences, Association education days and conventions may be granted to nurses based on the following conditions:

- i) Requests for such leave shall be made in writing by the Association to the Employer giving as much notice as possible, with a **minimum** of two (2) weeks advance notice, except in cases of emergency. The Employer shall indicate in writing whether or not the request has been approved. Such leave shall not be unreasonably withheld.
- ii) Not more than two (2) nurses at any one time be allowed such leave.
- iii) Such leave shall not exceed twenty-five (25) cumulative days per fiscal year.
- iv) Where such leave has been granted under subsection (i), the Employer shall maintain the nurse's salary and benefits. The Employer will bill the local Association within a reasonable period of time and the Association shall reimburse. The Local Association agrees to reimburse the Employer in the amount of the daily rate of the nurse plus an amount for any applicable subsidized benefits.

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 Provincial President, shall be granted leave of absence without pay upon written request and after giving reasonable notice. 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 full cost of such salary and applicable benefits.

14.02 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.

14.03 Jury/Witness Duty

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

14.04 Bereavement Leave

A nurse who notifies the Employer as soon as possible following a death shall be granted up to three (3) consecutive calendar days without loss of regular pay from her regular scheduled hours, in conjunction with the day of the funeral of a member of her immediate family. The term "immediate" shall mean parent, spouse, sibling, grandparent, child, spouse of child, parent of spouse, grandchild, sibling's spouse or spouse's sibling-

Upon written request from the employee, the Employer at its discretion may grant additional leave of absence without pay for travelling or other exceptional purposes during bereavement; such leave shall not be unreasonably denied.

14.05 Education Leave

A leave of absence with or without pay for the purpose of further education may be granted at the discretion of the Executive Director upon written application by the nurse.

14.06 Professional Leave

Professional leave without pay will be granted to nurses who are elected to the College of Nurses of Ontario or the Provincial Board of Directors of the Registered Nurses' Association of Ontario to attend their regularly scheduled meetings.

- 14.07 (a) Pregnancy/Parenting leave will be granted in accordance with the provisions of the Employment Standards Act, except where mended in this provision.

The service requirement for eligibility for pregnancy/parenting leave shall be thirteen (13) weeks of continuous service.

- (b) The nurse shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected data of return.
- (c) The nurse shall confirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by Employer at least four weeks in advance thereof. 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.
- (d) A nurse who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the Employment Standards Act, except where amended by this provision.
- (e) A nurse who has taken a pregnancy leave under Article 14 is eligible to be granted a parental leave of up to eighteen (18) weeks duration, in accordance with the Employment Standards Act. A nurse who is eligible for a parental leave who is the natural father or is an adoptive parent may extend the parental leave for up to twelve months duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the nurse shall advise the Employer as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late

receipt of confirmation of the pending adoption, the nurse finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

- (f) The nurse shall be reinstated to her former position, unless her former position has been discontinued, in which case she shall be given a comparable job.
- (g) Nurses newly hired to replace nurses who are on approved parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her probationary period. The nurse shall be credited with tours worked (hours worked for nurses whose regular hours of work are other than the standard work day) toward the probationary period provided in Article 12 to a maximum of thirty (30) tours (225 hours for nurses whose regular hours of work are other than the standard work day).
- (h) A nurse shall continue to accumulate seniority right for all purposes and shall continue to participate in the pension plan and group benefits plan unless she elects in writing not to do so.

14.08

The Employer agrees to introduce a pre-paid leave plan 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) years 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 Manager 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) Written applications will be reviewed by the Director. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority. A written approval or denial with explanation will be

forwarded to the applicant within four (4) weeks of the application.

Such leave shall not be granted if the original purpose is for seeking employment elsewhere.

- (d) The number of nurses that may be absent at any one time shall be one (1). The twelve month period of leave shall start at a time agreed upon by the nurse, the Local Association, and the Employer.
- (e) During the four (4) years of salary deferral, twenty percent (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 Employer.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the nurse.
- (h) All, if any, benefits shall be kept whole during the four (4) years of salary deferral. The employee may apply for a continuance of benefits for the year of leave and must pay both the employer and employee portions through the Employer during the year of leave. The continuance of benefits must be approved by the benefits carrier.
- (i) Participating employees must continue to contribute to the pension plan based on their full salary (i.e. regular basic pay before the salary hold back) during the four (4) years of salary deferral. During the year of leave, the employee's pension will be held in suspense, (i.e. no contributions can be made).
- (j) Nurses will not be eligible to participate in the long term disability plan during the year of leave.
- (k) During the year of leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave,

- (1) A nurse may withdraw from the prepaid leave plan at any time during the deferred portion provided three (3) months notice is given the Director, Deferred salary, plus accrued interest, if any, will be returned to the nurse, within a reasonable period of time.
- (m) If the nurse terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the nurse within a reasonable period of time. In the case of the nurse's death, the funds will be paid to the nurse's estate.
- (n) The Employer will endeavour to find a temporary replacement for the nurse as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the nurse as much notice as is reasonably possible. The nurse will have the option of remaining in the plan and rearranging the leave at a mutually agreeable time or of withdrawing from the plan and having the deferred salary, plus accrued interest, if any, paid out to her within a reasonable period of time,
- (o) On termination of the leave, the nurse will be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.
- (p) Final approval for entry into the pre-paid leave program will be subject to the nurse entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the nurse's pay. Such agreement will include:
 - i) A statement that the nurse is entering the pre-paid leave program in accordance with Article 14 of the Collective Agreement; and
 - ii) The period of salary deferral and the period for which the leave is requested.

ARTICLE 15 - HOURS OF WORK

15.01 The following provisions are intended to designate normal hours of work on a daily tour and normal hours of work over the nursing schedule and shall not be construed to be a guarantee of hours of work to be performed on each tour or during each work schedule,

- (a) For full-time nurses, the normal daily tour shall be 7-1/2 consecutive hours, exclusive of a one-half (1/2) hour unpaid meal period;
- (b) For full-time nurses, the normal hours of work over the nursing schedule determined by the Employer shall average 75 hours per two week period, exclusive of the one-half (1/2) hour unpaid meal period per tour.
- (c) The meal period must be taken at the approximate midpoint of the day, evening, and night tour.
- (d) Nurses shall be entitled to a 15-minute paid rest period in each half of the normal tour, subject to the exigencies of patient care. Nurses shall not claim any overtime as a result of missing rest periods.

15.02

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

- (a) The work schedule shall be posted two (2) weeks in advance and shall cover a four (4) week period.
- (b) Any request for time off must be submitted in writing one (1) week in advance of the posting.
- (c) There shall be no split tours, unless mutually agreed between the employee and the Employer.
- (d) The posted work schedule shall provide a minimum of sixteen (16) hours off between scheduled tours.
- (e) A nurse shall not be scheduled to work more than seven consecutive tours, unless mutually agreed between the employee and the Employer.
- (f) A nurse's scheduled tours on a posted work schedule shall not be changed to other tours (e.g. days to evenings) without twenty-four (24) hours' notice. The Employer will not exercise this clause in an arbitrary manner.
- (g) A request for an exchange of tours set out in the posted time schedule must be submitted in writing thirty-six (36) hours in advance of the exchange and signed by the nurses requesting the exchange. It is understood and agreed that such requests for exchange shall be subject to the approval of the immediate supervisor and shall not result in any premium payment.

(h) Weekend Duty

- (i) The scheduling of nurses for weekend duty shall be on a rotational basis. Subject to changes in staff levels and patient load, the Employer will schedule nurses to work no more than one weekend in four.
- (ii) A "weekend" shall be defined as commencing at 2400 hours on Friday and ending at 0800 hours on the following Monday.

(i) Christmas/New Year's

- i) In order to accommodate the Christmas/New Year's scheduling, normal scheduling provisions shall not operate during the period 15 December to 15 January.
- ii) A nurse shall not be scheduled to work both Christmas and New Year's unless agreed otherwise between the employee and the Employer.
- iii) A nurse who works Christmas or New Year's shall be scheduled to be off for at least five (5) consecutive days over Christmas or New Year's. Such days shall be provided through a combination of designated holidays and regularly scheduled days off.

(j) Regular part-time nurses shall be available on the following basis:

- i) regular part-time scheduled for up to three (3) shifts per week on the basis of seniority. This shall not be construed to be a guarantee of hours of work to be performed on each tour or during each work schedule; additional shifts offered shall be on rotation; with refusals and unavailability counting as an offer; and
- ii) one weekend in four unless a nurse requests weekend work: and,
- iii) designated holidays - which shall be equitably distributed among their regular part-time nurses in the bargaining unit; and
- iv) up to five (5) tours over Christmas or New Year's.

- (k) Subject to the service needs of the Employer, the number one and on call will be equitably distributed among all registered nurses who have completed their probationary period.

ARTICLE 16 - OVERTIME AND PREMIUM PAYMENT

16.01 All time worked in excess of a seventy-five (75) hour fortnight or seven and one-half (7.5) hours a day shall be considered as overtime. The Employer will endeavour to schedule full-time employees seven and one-half (7.5) hour days. Such clause shall not apply to shift nurses. Overtime shall be subject to the following conditions:

- (a) The nurse is pre-authorized by her Supervisor to work overtime;
- (b) Time up to and including fifteen minutes shall not be counted;
- (c) Time in excess of fifteen minutes shall be counted as total time worked in fifteen minute intervals;

16.02 Where a nurse works overtime as set out above, the nurse shall be paid either one and one-half times the nurse's regular straight time hourly rate for the overtime worked, or compensatory time off at one and one-half times in lieu. At the beginning of each fiscal year the nurse will indicate in writing her choice of compensation for overtime worked or time off in lieu of payment. Overtime premium shall not be duplicated for the same hours worked, nor shall overtime be pyramided with any other premiums payable.

16.03 Call-In Pay

An employee who has arrived at her residence following the completion of her regular shift and is required to report back to work before commencement of her next scheduled shift shall be paid time and one-half (1-1/2) her regular hourly rate for all hours worked with a minimum guarantee of three (3) hours' pay at her regular straight time hourly rate except to the extent that such three (3) hour period overlaps or extends into her regularly scheduled shift. In such a case she would receive time and one-half (1-1/2) her regular straight time hourly rate for actual hours worked up to the commencement of her regular shift.

16.04 On Call

- (a) Where a nurse is assigned to be on call outside her regularly scheduled working hours, she shall

receive on call pay in the amount of two dollars (\$2.00) per hour for the period of on call scheduled by the Employer.

(b) An employee on call who is called back to work shall be compensated in accordance with the call back provisions in Article 16.03.

16.05 (a) A shift premium of sixty cents (60¢) per hour will be paid for all hours worked on the evening or night shift where the majority of the hours worked fall between 1630 hours and 0800 hours.

(b) A nurse shall be paid a weekend premium of forty-five cents (45¢) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday.

16.06 Where a nurse's tour is cancelled with less than eight (8) hours notice, due to a reduction in caseload, she shall be paid one and one half her regular rate of pay on the next tour. Nurses will be cancelled in reverse order of seniority. Nurses being cancelled will be contacted by the Employer. In the event that a nurse cannot be reached by phone a message will be documented in addition to being left with the Employer's answering service. Such cancellations will not be considered layoffs.

16.07 Reporting Pay

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

ARTICLE 17 - DESIGNATED HOLIDAYS (FULL-TIME)

17.01 (a) The following shall be designated holidays for full-time nurses:

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

17.02 In order to qualify for pay for a holiday, a nurse shall complete her full scheduled shift on each of the working days immediately preceding and following the holiday

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

- (a) legitimate illness or accident which commenced within a month of the date of the holiday;
- (b) vacation granted by the Employer;
- (c) the nurse's regular scheduled day off;
- (d) a paid leave of absence provided the is not otherwise compensated for the holiday;
- (e) the nurse be must be employed for one (1) month

17.03

A full-time nurse, who is required to work on a paid holiday shall be paid one and one half (1½) times her regular straight time hourly rate of pay for all time worked on such holiday, in addition to such holiday pay, she will receive a lieu day off with pay in the amount of her straight time hourly rate of pay times the number of hours in a normal daily tour as set out in Article 15.01. Failure to report for work assigned on such holiday will disqualify a nurse for holiday pay, unless excused by the Employer. Such discretion shall not be exercised in an arbitrary manner.

Lieu days shall be taken at a time mutually agreed between the nurse and her supervisor, within sixty (60) calendar days, unless otherwise approved by the Employer. A part time employee shall be paid time and one half her regular rate of pay for all hours worked on a designated holiday.

17.04

Holiday pay will be computed on the basis of the nurse's regular straight time hourly rate of pay times the number of hours for a normal daily tour as set out in Article 15. The Employer will endeavour to equitably distribute paid holidays among nurses.

ARTICLE 8 - VACATION SCHEDULING

18.01

Full-time nurses shall receive vacation with pay on the following basis:

- (a) Nurses who have completed less than one year of full-time continuous service with the Employer as of March 31 in any year shall be entitled to a vacation in the fiscal year following on the basis of 1.25 days of each completed month of active service;

- (b) Nurses who have completed one year or more of full-time continuous service with the Employer as of March 31 in any year shall be entitled to a vacation in the fiscal year following of fifteen days on the basis of 1.25 days for each completed month of active service in the year;
- (c) Nurses who have completed three years or more of full-time continuous service with the Employer as of March 31 in any year shall be entitled to a vacation in the fiscal year following of twenty days on the basis of 1.667 days for each completed month of active service in the year;
- (d) Nurses who have completed fifteen years or more of full-time continuous service with the Employer as of March 31 in any year shall be entitled to a vacation in the fiscal year following of twenty-five days on the basis of 2.083 days for each completed month of active service in the year;
- (e) Nurses who have completed twenty-five years or more of full-time continuous service with the Employer as of March 31 in any year shall be entitled to a vacation in the fiscal year following of thirty days on the basis of 2.5 days for each completed month of active service in the year;

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

2 week entitlement	- 4% of gross earnings
3 week entitlement	- 6% of gross earnings
4 week entitlement	- 8% of gross earnings

18.03 Regular part-time nurses shall be entitled to vacation time off on the following basis:

- (a) nurses who have completed less than one year of continuous service with the Employer as of March 31 in any year shall be entitled to time off in the fiscal year following on the basis of .833 days for each completed month of active service in the year;
- (b) nurses who have completed one or more years of continuous service with the Employer as of 31 March in any year shall be entitled to time off in the fiscal year following on the basis of 1.25 days for each completed month of active service in the year;
- (c) nurses who have completed three or more years of continuous service with the Employer as of 31 March in any year shall be entitled to time off in the fiscal year following on the basis of 1.667 days

for each completed month of active service in the year;

- (d) nurses who have completed fifteen or more years of continuous service with the Employer as of 31 March in any year shall be entitled to time off in the fiscal year following on the basis of 2,083 days for each completed month of active service in the year;

18.04

The Employer shall endeavour to accommodate the wishes of nurses with respect to vacation scheduling requests subject to the service needs of the Employer.

- (a) There shall be two (2) vacation scheduling periods: Prime time and Non-prime time. Prime time shall include the periods 15 June to 15 September, and the Winter School Break.

A nurse may be limited to a maximum of two weeks' vacation in the summer "prime time" period.

- (b) Vacation requests shall be submitted in writing for the summer Prime time by the preceding 1 March, and for the Winter School Break by the preceding 1 December. Vacation schedules will be posted by April 15 (summer) and January 15 (winter).
- (c) All other vacation requests shall be submitted in writing to the employer at least two (2) weeks in advance of the schedule and will be granted at the discretion of the Employer.
- (d) Subject to 18.04 (f), in the case of conflicting vacation requests, seniority shall govern, provided that the requests are submitted by the required dates set out above.
- (e) Vacation may be requested in single days off subject to the notice requirements unless mutually agreed by the nurse and the Employer.
- (f) The winter break vacation shall be rotated among interested nurses.
- (g) A nurse may not change her authorized vacation time without a written request from the nurse and the prior approval of the Employer.
- (h) There shall be no carry forward of vacation from year to year except through extenuating circumstances with prior written request and approval of the Employer.

- (i) A nurse who is terminated or resigns with proper written notice shall receive full payment for any vacation earned and not already paid.

ARTICLE 19 -- BENEFITS/SICK LEAVE -- FULL-TIME

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

- (a) The Employer agrees to pay one hundred percent (100%) of the billed premium towards coverage of eligible nurses in the active employ of the Employer for a group life insurance plan as provided under the VON National Group Insurance Plan, providing two times the annual salary as well as accidental death and dismemberment in the same amount.

- (b) A nurse may elect to purchase additional voluntary life insurance and accidental death and dismemberment insurance in accordance with the terms of the plan, provided the plan so allows.

- (c) The Employer agrees to contribute fifty percent (50%) of the billed premium towards coverage of eligible nurses in the active employ of the Employer under the Extended Health Care Plan as provided under the VON Canada National Group Benefits Plan. The balance of the monthly premiums is paid by the nurse through payroll deductions.

- (d) The Employer agrees to contribute fifty percent (50%) of the billed premium towards coverage of eligible nurses in the active employ of the Employer under the Dental Plan as provided under the VON Canada National Group Benefits Plan. The balance of the monthly premium is paid by the nurse.

19.02 The Employer shall make available to each nurse and the Association a copy of the booklets for those benefit programs defined in the Collective Agreement and changes thereto.

19.03 (a) Each full-time nurse shall accumulate sick leave credits at the rate of one and one-half (1-1/2) days per month of service up to a maximum of one hundred and twenty (120) working days.

- (b) Such credits shall be accumulated from the beginning of the first complete calendar month after the commencement of employment and such credits can be used, if available, after one month of service including the probationary period,
- (c) Sick leave credits will continue to accrue for the period of time the nurse may be absent on sick leave.
- (d) The Employer shall provide each nurse with a statement of sick leave credits semi annually - at the end of March and the end of September.
- (e) Designated holidays and regular days off shall not form part of the illness period.

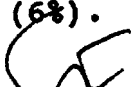
19.04 The Employer will provide access for full-time employees to the national Long-Term Disability Plan, subject to its terms and conditions, on the basis of one hundred percent (100%) employee paid premiums.

19.05 When a nurse is on leave of absence without pay for a period which exceeds thirty (30) continuous calendar days, she will become responsible for full payment of any subsidized employee benefits in which she is entitled to participate during the period of absence. She may arrange with the Employer to prepay the full premium of any applicable subsidized benefits during the leave to ensure her continuing coverage subject to the approval of the carrier.

In the case of unpaid leaves of absence because of pregnancy or parental leave or when a nurse is in receipt of Workers' Compensation benefits, the Employer will continue to pay its share of the premium of any subsidized employee benefits for a maximum of thirty-five (35) weeks in the case of pregnancy/parental benefits, unless the nurse indicates in writing that she does not wish to continue her participation in the benefit plans, and for a maximum of one (1) year in the case of Workers' Compensation benefits unless the nurse does not pay her share of the premiums,

19.06 In lieu of the benefits set out in Article 19, 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.

A part-time nurse who enrolls in the Pension Plan shall have her percentage in lieu reduced to six percent (6%).



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

ARTICLE 20 - PENSION AND B

- 20.01 (a) All full-time nurses who are presently enrolled in *the* Employer's pension plan shall maintain their enrolment in the Plan subject to its terms and conditions. New full-time nurses and full-time nurses employed but not yet eligible for membership in the Plan, shall, as a condition of employment, enrol in the Plan when eligible in accordance with its terms and conditions.
- (b) Part-time nurses may participate in the VON Canada Pension Plan in accordance with its terms and conditions.

ARTICLE 21 - MISCELLANEOUS

- 21.01 The Employer shall provide a bulletin board for the sole use of the Association for the purpose of posting official Association information relating to business affairs, meetings, and social events provided the information does not contain anything that is adverse to the interests of the Employer.

All such notices shall be signed by a member of the Association executive employed by the Employer. Unsigned notices shall not be posted. All notices are subject to the approval of the Employer. Such approval shall not be unreasonably withheld.

- 21.02 A copy of this Agreement in a mutually agreed upon form will be issued to each nurse now employed and as employed. The cost of printing this Agreement shall be shared equally between the Association and the Employer.
- 21.03 The Employer and the Association recognize their joint **responsibility** and commitment to provide, and participate in in-service education. The Association supports the principle of *its* members' responsibility for their *own* professional development and the Employer will endeavour to provide programs related to the requirements of the Employer.
- 21.04 (a) When a nurse is on duty and required by the Employer to attend any inservice programme during

her regularly scheduled working hours, she shall not lose her regular straight time earnings;

- (b) when a nurse is required by the Employer to attend any inservice programme outside her regularly scheduled working hours, she shall be paid for time spent in attendance at such programme at her regular straight time hourly rate of pay.

21.05 Where a nurse's pay cheque is incorrect, the Employer will pay the nurse the difference within two (2) working days.

ARTICLE 22 - COMPENSATION

22.01 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.

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

22.03 Full-Time Grid Advancement

Each full-time nurse shall be advanced 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 from the Employer exceeds thirty (30) consecutive calendar days, her advance date will be extended by the length of such absence.

22.04 Part-Time Grid Advancement

Each part-time nurse shall advance from her present level to the next level set out on the wage grid after she has worked 1500 hours.

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

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

22.07 Uniform Allowance

At initial hiring to employment with VON, a uniform allowance of one hundred and fifty dollars (\$150.00) will be paid by voucher to assist a newly-hired full-time nurse to purchase the required uniform. Annually thereafter, a further allowance of seventy-five (\$75.00) will be paid by voucher to full-time nurses.

22.08 A nurse required to act as Added Responsibility Nurse will receive sixty cents (600) per hour premium pay during the period 0800 hours to 1630 hours on weekends and paid holidays.

22.09 Each nurse covered by this Agreement who is required to operate her own vehicle in the course of her employment shall be entitled to the kilometre payment of thirty-two cents (320) for each of the first 6,000 kilometres driven on the Employer's business; twenty-nine cents (290) for each kilometres driven on the Employer's business from 6,001-12,000; twenty-seven cents (270) for each of the kilometres driven on the Employer's business from 12,001 -24,000; and twenty-five cents (250) for each of the kilometres driven on the Employer's business beyond 24,000.

It is understood that the nurse's first client's home or the Office in the Area (as referred to in Article 12), as determined from time to time by the Employer, is considered to be the start point for the purpose of calculating such payment. All nurses shall co-operate with the Employer by providing details about such travel.

22.10 Previous Experience Credit

For 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 nursing experience at the time of application for employment. The nurse shall co-operate with the Employer by providing verification of such previous experience in writing from previous employers during the probationary period. No credit shall be given for experience of less than six (6) months duration, nor where the nurse has not been actively nursing within the immediately preceding last three (3) years. The Employer 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 upon completion of the probationary period. Such placement shall not exceed the fourth (4th) level of the wage grid and shall be on the basis of one (1) increment for each year of visiting



nursing experience and one (1) increment for each two (2) years of hospital experience,

- 22.11** When a new classification in the Bargaining Unit is established by the Employer or the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer shall advise the Association of such new or changed classification and the rate of pay established. If requested, the Employer agrees to meet with the Association to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implantation of the new classification. Where the Association challenges the rate established by the Employer and the matter is not resolved following any meeting with the Association, a grievance may be filed at Step 2 of the grievance procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the grievance procedure, it may be referred to Arbitration in accordance with Article 10, it being understood that any Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other nursing classifications within the Victorian Order of Nurses and duties and responsibilities involved, Any change in the rate established by the Employer either through meetings with the Association or by a Board of Arbitration shall be made retroactive to the time at which the new or changed classification was first filled.

ARTICLE 23 - DURATION OF AGREEMENT

- 23.01** This Agreement shall continue in effect to March 31, 1996 and shall continue automatically for annual periods of one (1) year each thereafter unless either party notifies the other in writing during the period of ninety (90) days prior to the expiration date of its desire to amend or terminate this Agreement.
- 23.02** Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.

Dated at North Bay Ontario, this 23 day of October, 1995

FOR THE EMPLOYER

Gwenne Boonhou

Rebecca Pook

FOR THE ASSOCIATION

St. Pauls

Carol Owens

Nancy Lewis

Lynn Taylor

APPENDIX "A"

Salary Schedule

Effective Date of Ratification

Registered Nurse

<u>Level</u>	<u>Hourly Rate</u>	<u>Monthly Rate</u>
1	17.65	2868.a3
2	18.15	2948.58
3	18.64	3028.25
4	19.13	3108.00
5	19.62	3187.75
6	20.11	3267.42
7	20.60	3347.17
a	20.95	3404.00
9	21.30	3460.92
10	21.65	3517.75

B.Sc.N.

<u>Level</u>	<u>Hourly Rate</u>	<u>Monthly Rate</u>
1	18.25	2965.08
2	18.74	3044.83
3	19.23	3124.e 5 0
4	19.72	3204.25
5	20.21	3284.00
6	20.70	3363.67
7	21.19	3443.42
8	21.54	3500.25
9	21.89	3557.17
10	22.24	3614.00

LETTER OF UNDERSTANDING
BETWEEN
VICTORIAN ORDER OF NURSES
- AND -
ONTARIO NURSES' ASSOCIATION

RE. FOUR FIFTHS NURSES

The Employer will continue its present working conditions for the above-mentioned nurses as follows:

1. Pro-rated premiums for benefit coverage
2. Pro-rated vacation
3. Full-time scheduling
4. Full-time seniority and service accumulation.

Dated at North Bay Ontario, this 23 day of October, 1995

FOR THE EMPLOYER

Graeme Boonhou
Rebecca Brock

FOR THE ASSOCIATION

Sharon Fauds
Lois Dennis
Nancy Lewis
Karen Taylor

LETTER OF UNDERSTANDING

BETWEEN

VICTORIAN ORDER OF NURSES

- AND -

ONTARIO NURSES' ASSOCIATION

The number one day nurse on weekends will take calls from 0800 hours to 1630 hours on Saturday, Sunday and holidays. The number one evening nurse shall take calls from 1630 hours to 2300 hours. The on call evening nurse shall be on call from 2300 hours to 0800 hours. Scheduled or pre-booked night visits will not be assigned to the on call nurse,

Dated at North Bay Ontario, this 02nd day of October, 1985

FOR THE EMPLOYER

G. Boonhou
Rebecca Brock

FOR THE ASSOCIATION

Sharon Fawcett
Sally Myers
Nancy Lewis
Karen Taylor

LETTER OF UNDERSTANDING
BETWEEN
VICTORIAN ORDER OF NURSES
- AND -
ONTARIO NURSES' ASSOCIATION

Re: Job Sharing

Taking into consideration the fact that the Employer wishes to retain well qualified staff who are unable to provide a full-time commitment, and the job sharing can enable this to happen, the parties agree to the following provisions:

- (a) Job sharing requests with regard to full-time positions shall be considered on an individual basis, and the Employer shall reserve the right to determine the appropriateness of such arrangements after discussions with the Association at the Labour-Management Committee.
- (b) It is the responsibility of the two nurses who wish to job share a full-time position to inform the immediate supervisor. The Employer and the Association will then discuss the proposal in accordance with paragraph (a) above. Where more than one pair of nurses wish to job share the same position, the Employer will, in exercising its discretion, consider the timing of the requests, in addition to the general appropriateness of the arrangement.

If any vacancies occur resultant upon the acceptance of a job sharing arrangement such vacancies shall be posted.

- (c) Save and except as provided for herein, all job sharers shall be treated as part-time employees.
- (d) Should one job sharing partner transfer or terminate, the remaining partner shall continue her own schedule for a maximum of six (6) weeks from the effective date of the transfer or termination. The vacancy created will be posted. If no replacement partner is recruited, the remaining partner will have the option of continuing in the full-time position. If she does not wish to continue full-time she will revert to regular part-time status.

LETTER OF UNDERSTANDING

BETWEEN

VICTORIAN ORDER OF NURSES

- AND -

ONTARIO NURSES' ASSOCIATION

1. Nurses presently working only days or evenings will continue to be scheduled as such. Any newly hired nurse shall be scheduled for those shifts assigned by the Employer.
2. Those nurses presently working only days or evenings shall be identified by the Employer, who shall provide a listing of such nurses to the local President of ONA, by September 15. The local President shall contact the nurses to determine whether they want to maintain the present arrangement and confirm to the Employer each nurse's decision, by October 18 (or a later date if mutually agreed between the Employer and the President).
3. Any nurse presently working only days or evenings that indicates through the process in #2 that she does not want to maintain a schedule of working only days or evenings shall from then on be scheduled for any shifts assigned by the Employer.

Dated at *North Bay*, Ontario this *23* day of *October*, 1995.

FOR THE EMPLOYER

Yvonne Bonbow

Rebecca Buech

FOR THE UNION

Sharon Fauds

Carol Quinn

Nancy Lewis

Aaren Taylor
