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NOMBRE D'EMPLOYÉS	JF		

COLLECTIVE AGREEMENT

between

VICTORIAN ORDER OF NURSES .
WATERLOO-WELLINGTON-DUFFERIN BRANCH

AND

ONTARIO NURSES' ASSOCIATION

Expiry date: March 31, 2000

Table of Contents

ARTICLE 1 - PURPOSE,.....,.....	1
ARTICLE 2 - RECOGNITION	1
ARTICLE 3 - MANAGEMENT FUNCTIONS	1
ARTICLE 4 - DEFINITIONS	1
ARTICLE 5 - NO DISCRIMINATION	2
ARTICLE 6 - NO STRIKE, NO LOCKOUT	4
ARTICLE 7 - ASSOCIATION SECURITY	4
ARTICLE 8 - REPRESENTATIVES AND COMMITTEES	6
ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE.	8
ARTICLE IO - SENIORITY	IO
ARTICLE 11 - JOB POSTINGS	15
ARTICLE 12 - LEAVES OF ABSENCE	16
ARTICLE 13 - EMPLOYEE FILES,.....	23
ARTICLE 14 - HOURS OF WORK	24
ARTICLE 15 - SELF-SCHEDULING/CASELOAD MANAGEMENT	28
ARTICLE 16 - PAID HOLIDAYS	31
ARTICLE 17 - VACATIONS	32
ARTICLE 18 - SICK LEAVE	35
ARTICLE 19 - PENSION AND GROUP BENEFITS	36
ARTICLE 20 - SKILLS DEVELOPMENT AND TRAINING	38

ARTICLE 21 - MISCELLANEOUS	39
ARTICLE 22 - OVERTIME AND PREMIUM PAYMENTS	39
ARTICLE 23 - TRANSPORTATION ALLOWANCE.	41
ARTICLE 24 - COMPENSATION	42
ARTICLE 25 - PROFESSIONAL RESPONSIBILITY	44
ARTICLE 26 - DURATION	44
APPENDIX A - SALARY SCHEDULE	46
Letter of Understanding re BRANCH AMALGAMATION	47
Letter of Understanding re JOB SECURITY	48
Letter of Understanding re PRODUCTIVITY	49
Letter of Understanding re SHIFT NURSING	50
Letter of Understanding re ASSESSMENT PROGRAM	52
Letter of Understanding re CLINIC PROGRAMS	54
Letter of Understanding re FOOT CARE PROGRAM	56
Letter of Understanding re NORTH WELLINGTON SCHEDULING PROVISIONS	58
Letter of Understanding re NIGHT VISITING NURSING IN GUELPH	59
Letter of Understanding re JOB SHARING	60
Letter of Understanding re PROGRESSION ON THE WAGE GRID.	62
Letter of Understanding re FLEXIBLE BENEFITS	63
Letter of Understanding re COST SAVINGS	64

ARTICLE 1- PURPOSE

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

ARTICLE 2 - RECOGNITION

The Employer **recognizes** the Association as the bargaining agent for all registered and graduate nurses employed **in a nursing capacity** by the Victorian Order of Nurses **Waterloo-Wellington-Dufferin branch**, save and except supervisors and persons above the rank of supervisor.

ARTICLE 3 - MANAGEMENT FUNCTIONS

- 3.01 The Association **recognizes** that the Employer has retained and shall possess and exercise all rights, functions, powers, privileges and authority that it possessed prior to the execution of this Collective Agreement except those that are expressly and specifically relinquished or restricted in this Collective Agreement.
- 3.02 The Employer shall not exercise its management rights in such a way as to be in violation of a specific provision of this Collective Agreement.

ARTICLE 4 - DEFINITIONS

- 4.01 A full-time nurse will be scheduled to work seventy-five **(75)** hours in a two week period. A full-time nurse **may** be scheduled to work Monday to Friday, if mutually agreed by the continuity group.
- 4.02 A part-time nurse will provide the Employer with a commitment to work a minimum of two tours per week. A part-time nurse will also indicate the other tours on which she is available to work and shall be prepared to work should the need arise, unless the nurse provides twenty-four **(24)** hours advance notice that she is no longer available.

- 4.03 A casual nurse has no commitment to the branch and the branch has no commitment to the casual nurse. A casual nurse will provide availability for tours of duty. Where there is a part-time nurse available, then such part-time nurse shall receive additional work before a casual nurse is **utilized**.
- 4.04 A registered nurse is defined as a nurse who is registered by the College of Nurses of Ontario in accordance with the Regulated Health Professions Act. A registered nurse is required to present her current Certificate of Competence to the Executive Director or designate upon renewal.
- 4.05 A graduate nurse is defined as a nurse with certification incomplete, who is a graduate of a programme acceptable to the College of Nurses of Ontario and is either in the process of being certified by the College of Nurses of Ontario or is completing certification requirements. This certification shall be completed within twenty-four (**24**) months following date of hire. Where a nurse fails to complete certification requirements, she/he will be terminated and such termination shall not be the subject matter of a grievance or arbitration procedure.
- 4.06 The word "nurses" as when used throughout this Agreement shall mean persons included in the bargaining unit.
- 4.07 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun, where the content so requires. Where the singular is used it may also be deemed to mean the plural.

ARTICLE 5 - NO DISCRIMINATION

- 5.01 The Employer and the Association agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any nurse because of her membership or non-membership in the Association, activity or lack of activity on behalf of the Association or by reason of exercising her rights under the collective agreement or any applicable legislation.
- 5.02 The Association agrees that there will be no Association activity, solicitation for membership or collection of Association dues on Employer premises or during working hours except with the written permission of the Employer or

as specifically provided for in this agreement.

5.03 It is agreed that there will be no discrimination by either party or by any of the nurses covered by this agreement on the basis of race, creed, colour, national origin, sex, sexual orientation, marital status, age, political or religious affiliation, disability, or any other factor which is not pertinent to the employment relationship.

5.04 (a) Every person who is an employee has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee.

(b) Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her employer or agent of the employer or by another employee. Ref: Ontario Human Rights Code, Sec 7(2).

The right to freedom from harassment in the workplace applies also to sexual orientation.

- (c)** Every person has a right to be free from:
- (i)** a sexual solicitation or advance made by a person in a position to confer, grant, or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or,
 - (ii)** a reprisal or threat of reprisal for the rejection of sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant, or deny a benefit or advancement to the person. ref: Ontario Human Rights Code, Sec 7 (3)

NOTE: "Harassment" means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

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

agreement.

5.05 The parties agree that sexual harassment by any person employed by the Employer will not be tolerated in the workplace.

Sexual harassment is defined as:

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

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

5.06 **The Employer and the Association recognize their joint duty to accommodate handicapped employees in accordance with the provisions of the Ontario Human Rights Code.**

ARTICLE 6 - NO STRIKE. NO LOCKOUT

6.01 The Association agrees that there will be no strikes and the Employer agrees that there will be no lock-outs so long as this agreement continues to operate. The meaning of the words "strike" and "lock-out" shall be as defined in the Ontario Labour Relations Act.

ARTICLE 7 - ASSOCIATION SECURITY

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

- 7.02 Such dues shall be deducted monthly and, in the case of newly employed nurses, such deductions shall commence in the month following their date of hire. There shall be no deduction from a part-time nurse in a month in which the nurse does not work.
- 7.03 The Association shall notify the Employer in writing of any changes in the amount of such regular Association dues at least one month prior to the effective date of such change.
- 7.04 The Employer will send to the Association monthly, its cheque for the dues so deducted, along with the list of the names and amount of such deductions for each nurse. The list shall show terminations, new hires, leaves of absences in excess of thirty days, and the social insurance number. A copy of this list will be sent to the Association.
- 7.05 The Association shall indemnify and save the Employer harmless from any claims from nurses as a result of dues having been collected in accordance with the terms of this agreement.
- 7.06 It is understood and agreed that the Employer has the responsibility for the deduction of dues.
- 7.07 The Employer shall provide each nurse with a T4 slip, showing the dues deducted in the previous year for income tax purposes.
- 7.08 **The Employer will co-operate in the provision of access by the Association to the voice mail system by providing a mailbox for ONA, for the sole purpose of notification of members regarding Association related matters.** The voice mail box will contain a voice mail as it relates to union business, and nurses will call in and review the message. They may also leave a voice mail message for the Association officials. **No nurse will be reprimanded for leaving a message on a nurse's or continuity group's voice mail when such message pertains to notification regarding Association related matters. Group voice mail messages regarding Association business shall not be left during office hours of between 0800 and 1700 hours.**

ARTICLE 8 - REPRESENTATIVES AND COMMITTEES**8.01** **Nurse Representatives**

The Employer agrees to **recognize** five **(5)** nurse representatives for the purpose of dealing with grievances and conducting Association interviews.

8.02 **Grievance Committee**

The Employer agrees to **recognize** a Grievance Committee of **three (3)** representatives for the purpose of meeting with the Employer in the grievance procedure. **The Employer shall not be required to pay for more than two (2) committee members plus the grievor to attend any grievance meeting.**

8.03 **Association-Management Committee**

There shall be an Association-Management Committee comprised of **four (4)** representatives of each of the parties. The Committee shall meet every two months unless otherwise mutually agreed. Agenda items to be discussed shall be exchanged in writing at least five calendar days prior to the meeting. Meetings of this Committee will be to discuss matters of mutual concern, matters relating to **VON** nursing or matters relating to the interpretation or administration of the Agreement. The Committee shall promote and provide for effective and meaningful communication.

8.04 **Negotiating Committee**

The Employer agrees to **recognize** a Negotiating Committee of **four (4)** representatives for the purpose of negotiating renewals of the collective agreement.

8.05 **Central Negotiations**

The Employer agrees to **recognize** a central negotiating team. Nurses serving on the central team shall receive time off as required to attend negotiating meetings. Time for preparation for negotiations shall be without pay and the Association shall advise the Employer as far in advance as possible of the dates of these meetings. Such days shall not be counted as Association leave days.

8.06 Occupational Health & Safety Committee

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

Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Occupational Health and Safety Committee, two **(2)** representatives selected or appointed by the Association from the bargaining unit.

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

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

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

8.08 The parties **recognize** that a nurse representative has the responsibility to perform her regular duties and to represent employees on Association business. If a representative must leave her regular duties for any period of time in order to attend to Association business she will coordinate the time needed to fulfil these duties with her supervisor. Upon completion of her business the representative will inform her supervisor that she has returned.

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

- i) The Employer shall be required to pay nurses on the Negotiating Committee up to but not including conciliation, except for those nurses involved on a central bargaining team, where the Employer will pay up to and 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.

8.10 The Association Committees shall have the right to have the assistance of representative or consultants from or acting on behalf of the Ontario Nurses' Association. The Employer shall also have such rights.

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

ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE

9.01 A grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of this agreement.

9.02 It is the mutual desire of the parties that complaints and differences be dealt with in a quick fashion. A nurse will discuss her complaint with her supervisor within seven (7) calendar days after the circumstances have occurred or ought reasonably to have come to the attention of the nurse. The supervisor shall reply within five (5) calendar days. If the matter is not resolved, it shall be taken up as a grievance.

Step 1

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

9.03 **The time prior to referral to arbitration may be utilized by the Association and/or the Employer to discuss and/or initiate a dispute resolution mechanism other than a three person Board of Arbitration.**

The parties may meet with a Grievance Mediator in order to attempt to resolve such grievance. The parties may refer any number of

outstanding grievances to the Grievance Mediator for possible resolution. Each party shall pay one half (1/2) of the fees and expenses of the Grievance Mediator.

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

No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance. Once appointed, the Arbitration Board or single Arbitrator shall have all of the powers set out in Section 50 of the Labour Relations Act including the power to mediate/arbitrate the grievance, the power to impose a settlement and to limit evidence and submissions.

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

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

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

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

9.09 Policy Grievance

A grievance arising between the Union and the Employer shall proceed to Step 1 within ten **(10)** calendar days of the circumstances giving rise to the

grievance, or ought reasonably to have come to the attention of the Union.

9.10 Group Grievance

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

9.11 Discharge/Suspension Grievance

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

ARTICLE 10 - SENIORITY

10.01 Job Security:

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

10.02 The probationary period for full time nurses shall be four hundred fifty **(450)** hours. **The probationary period for part-time nurses shall be four hundred fifty (450) hours worked or six (6) months, whichever comes first. The probationary period for casual part-time nurses shall be 450 paid hours or a maximum of nine months, whichever comes first**

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

- 10.04 (a) The Employer will keep up to date separate seniority lists for full-time, part-time, **and casual** nurses and supply copies of the current lists to the Association twice a year, in the months of January and July, and prior to any layoff.

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

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

- (a) On an approved leave of absence with pay;
- (b) When on an approved leave of absence without pay not exceeding thirty **(30)** continuous calendar days;

Part-time seniority accumulation is outlined in **10.01 (b)**.

- (c) When in receipt of sick leave;
- (d) When in receipt of **WSIB** Compensation for an injury sustained while in the employ of the **VON**;
- (e) When on pregnancy/parental/adoption leave in accordance with the Employment Standards Act.

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

- (a) When on **an** approved leave of absence without pay, exceeding thirty **(30)** continuous calendar days;
- (b) When on layoff of up to **thirty (30)** months;
- (c) When absent on account of accident or illness **non-VON** work related and not in receipt of sick leave credits.

- 10.07 Seniority shall be lost and an employee considered terminated when a nurse is absent from work under the following conditions:

- (a) Retirement;
- (b) Resignation;
- (c) Discharge which is not overturned by the grievance/arbitration procedure;
- (d) Laid off for more than **thirty (30) months**;
- (e) Fails, upon being notified of a recall, to signify her intention to return within five **(5)** calendar days after she has received her notice of recall mailed by registered mail to the last known address according to the records of the Employer and fails to report to work within seven **(7)** calendar days after she has received the notice of recall or such further period of time as may be agreed upon by the employee and Employer; and
- (f) Fails to report to work as scheduled at the end of leave of absence, vacation or suspension unless there is a reasonable explanation given to the Employer, or **utilizes** a leave of absence for purposes other than that for which the leave was granted.

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

10.09 **Positions Outside the Bargaining Unit**

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

10.10 Protection of **Bargaining Unit Work**

The Employer shall not assign work normally performed by members of this bargaining unit to persons outside the bargaining unit, to the point that it directly results in the termination, layoff or reduction in normal hours of any bargaining unit member.

10.11 Layoff and Recall

- (a) **Where there is a reduction in the workload resulting in a surplus of nurses, the Employer shall layoff nurses in reverse order of seniority within the continuity group and then in reverse order of seniority within the bargaining unit provided the nurses remaining are qualified to perform the available work. Probationary nurses shall be laid off first.**
- (b) Nurses shall be recalled in order of seniority, unless otherwise agreed between the Employer and the Association.
- (c) No reduction in the hours of work shall take place to prevent or reduce the impact of layoff.
- (d) A nurse on layoff will be given job opportunities (vacancies) before any new nurses are hired into that category.
- (e) No new nurse will be hired when there is a nurse(s) on layoff.
- (f) A reduction of the part-time staffing complement is considered a **layoff**.
- (g) Temporary layoff will be defined as a layoff of six weeks and not more than thirteen weeks which is required due to a reduction of the workload. When such layoff is required, the staff affected will be given **thirty (30)** calendar days advance notice. When such layoff is required the Association will be notified and a meeting will be held between the parties to discuss the reasons for the layoff.
- (h) Permanent layoff will be defined as a layoff that will exceed thirteen **(13)** weeks due to a reduction in the work load. Any nurse affected by such a layoff will be given **thirty (30)** calendar days notice, unless

such nurse requires more notice as outlined in the Employment Standards Act. The Employer will comply with the provisions as outlined below in permanent and long term actual numbers.

- (i) **A nurse on layoff must provide a monthly availability calendar to the Manager and notify the Manager of any change in address or contact number. Nurses who fail to submit an availability calendar for a particular month will not be offered available shifts for that month.**

10.12

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

- (a) provide the Association with no less than **forty-five (45)** working days notice of such layoff and;
- (b) meet with the Association to review the following:
 - i) the reasons causing the layoff;
 - ii) the service which the Employer will undertake after the layoff;
 - iii) method of implementation including the areas of cutback and the nurses to be laid **off**; and,
 - iv) any other alternatives.
- (c) In the event of a cutback in service which will result in displacement of staff, the Employer will provide the Association with **forty-five (45)** days notice. If requested, the Employer will meet with the Association Management Committee to review the reasons and expected duration of the cutback in service, realignments of service or staff and its effect on nurses in the bargaining unit.
- (d) When an employee accepts a long-term layoff, she shall be entitled to receive severance pay in accordance with the Employment Standards Act.

Cautionary Note: If you have the seniority to bump someone and choose instead to take the layoff, you **may** have disqualified yourself from Employment Insurance payments according to their rules.

ARTICLE 11 - JOB POSTINGS

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

11.02 Nurses from within the bargaining unit shall be given the first opportunity to fill temporary vacancies. The Employer will outline the conditions and duration of such vacancies. Such temporary vacancy shall not exceed the time required to complete the specific circumstances which gave rise to the temporary vacancy.

11.03 Vacancies exceeding thirty **(30)** calendar days but not more than sixty **(60)** calendar days will not be posted and instead will be offered to all part-time staff based on seniority. Should this temporary vacancy be elsewhere than the nurse's usual area of work, she will return to her usual area of work at the completion of the temporary vacancy provided the area of work still exists.

11.04 Vacancies of less than thirty **(30)** calendar days will be covered by the **continuity group** where **continuity groups** exist. In the event that a branch does not have **continuity groups**, vacancies of less than thirty **(30)** calendar days will not be posted and instead will be offered to part-time staff on the basis of seniority in the branch.

Vacation time does not need to be posted.

11.05 In assessing applicants for vacancies or new positions, the following factors shall be considered:

- (a) skill, ability, experience and qualifications; and
- (b) seniority.

When factors in (a) are relatively equal, (b) shall govern. The Employer shall not administer this provision in an arbitrary fashion.

11.06 A nurse may make written request for transfer to another region or area within the branch. Requests for transfer will be maintained by the Employer. Any such request shall be considered as a application for any job postings in the requested area.

11.07 **A copy of all job postings will be provided to the local Association at the time of posting.**

The job posting provisions take precedence over any recall rights that employees may have under this agreement, unless otherwise provided herein.

Where a full time employee on layoff is the successful candidate for a vacant part-time position, she or he shall retain recall rights to her or his former position for a period of six (6) months from the date of her or his layoff. This shall also apply to a part-time employee on layoff who is the successful candidate for a vacant full time position. In these circumstances, the job posting provisions will not apply.

ARTICLE 12 - LEAVES OF ABSENCE

12.01 Leave of absence without pay may be granted at the discretion of the Employer for education or personal reasons. Except in unusual circumstances a leave of absence other than for educational **purposes will** not be granted until one (1) year's continuous service has been completed.

12.02 All leaves of absence without pay of more than 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, subject to the approval of the carrier.

12.03 Leave for Association Business

Leave of absence without pay to attend Association business will be granted. The total of such days shall not exceed fifty (50) days per annum and no more than two (2) nurses from each office or branch to a maximum of four (4) nurses shall be absent from duty at any one time. During such leave of

absence the nurses' salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

12.04 Leave - ONA Provincial Board of Directors or Local Coordinator

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

12.05 Leave - ONA Provincial President

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

12.06 Secondment/Special Projects

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

approved, there shall be agreement on the conditions of the nurse's return to work.

- (b) The Employer shall provide leave for a nurse to serve on special projects of the Association. There shall be no loss of seniority or service during such leave. Salary and applicable benefit arrangements will be maintained by the Employer and the Employer shall be reimbursed for the full cost of salary and applicable benefits by the Association.

12.07 Professional and Education Leave

- (a) Nurses may be granted leave(s) of absence with or without pay to attend workshops, seminars and short courses, which may be deemed beneficial to the nurse's professional development especially as it relates to her responsibilities. Selection shall be made in an equitable basis from nurses who make application to attend. Such leave is granted at the discretion of the Employer.
- (b) **Professional leave without pay will be granted to nurses who are elected to the College of Nurses of Ontario or the Registered Nurses' Association of Ontario to attend their regularly scheduled meetings.**
- (c)
 - (i) **A nurse shall be entitled to an unpaid leave of absence from her regularly scheduled working hours for the purpose of writing any formal examinations (including mid-terms) in any recognized courses in which the nurse is enrolled to upgrade her nursing qualifications. The nurse shall provide her supervisor with fourteen (14) calendar days notice of the date and time of any such examinations.**
 - (ii) **When a nurse is required by VON to attend any inservice program outside her regularly scheduled working hours, she shall be paid for time spent in attendance at such a program at her regularly straight time hourly rate of pay.**
 - (iii) **Nurses involved in the organizing, preparing, and**

presenting of inservice programs at the Branch, and outside the Branch, on behalf of the Employer, may be paid for some or all such hours involved, at their regular rate of pay as submitted by the nurse.

12.08 Jury/Witness Duty

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

12.09 Bereavement Leave

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

Necessary time off of up to one (1) day of basic pay may be granted at the discretion of the Executive Director to a nurse to attend a funeral.

Note: "Spouse" for the purposes of bereavement leave will also include common-law spouse or partner of the same sex.

"Immediate family" and "in-laws" as set out above shall include the relatives of "spouses" as defined herein.

12.10 Pregnancy/Parental Leave

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

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

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

- (e) A nurse shall be permitted to commence her pregnancy leave at any time up to seventeen **(17)** weeks before the expected date of delivery.
- (f) A nurse shall continue to accumulate seniority service rights and shall continue to participate in the pension plan and group benefits plan unless she elects in writing not to do so.
- (g) Parents shall be defined to include adoptive parents and a person in a relationship of some permanence with the natural or adoptive mother or father of the child and who intends to treat the child as his or her own.
- (h) A nurse shall have the right to a personal leave of absence without **pay** to commence immediately following a parental/

pregnancy/adoption leave of absence, provided the sum of all such leaves of absence do not exceed twelve continuous months per pregnancy/adoption.

12.11 Prepaid Leave

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

- (a) The plan is available to nurses wishing to spread four **(4)** year's salary over a five **(5)** year period, in accordance with Part **LXVIII** of the Income Tax Regulations, Section **6801**, to enable them to take a one **(1)** year leave of absence following the four **(4)** years of salary deferral.
- (b) The nurse must make written application to the Executive Director or her designate at least six **(6)** months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of leave.
- (c) Written applications will be reviewed by the Executive Director or her designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority. A **written** approval or denial with explanation will be forwarded to the applicant within four **(4)** weeks of the application.
- (d) The number of nurses that may be absent at any one time shall not exceed one **(1)** staff. The year for purposes of the program shall be September 1 of the year to August **31** of the following year or such other twelve **(12)** month period as may be agreed upon by the nurse, the Local Association and the Employer.
- (e) During the four **(4)** years of salary deferral, **20%** of the nurse's gross earnings will be deducted and held for the nurse and will not be accessible to her until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the

discretion of the Employer.

- (g) All deferred salary, plus accrued interest, if any, shall be paid to the nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the nurse.
- (h) All benefits shall be kept whole during the four **(4)** years of salary deferral and the employee shall pay the required premiums. The employee may apply for a continuance of benefits for the year of leave and must pay both portions through the branch (i.e. Employer and employee portions) during the year of leave. The continuance of benefits must be approved by the benefits carrier.
- (i) Participating employees must continue to contribute to the pension plan based on their full salary (i.e. regular basic pay before the salary holdback) during the four **(4)** years of salary deferral. During the year of leave, the employee's pension will be held in suspense, i.e. no contributions can be made.
- (j) Full-time nurses will not be eligible to participate in the long term disability plan during the year of leave.
- (k) During the year of leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave.
- (l) A nurse may withdraw from the plan at any time during the deferral portion provided three. **(3)** months notice is given to the Executive Director or her designate. Deferred salary, plus accrued interest, if any, will be returned to the nurse, within a reasonable period of time.
- (m) If the nurse terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be **paid** to the nurse's estate.
- (n) The Employer will endeavour to find a temporary replacement for the nurse as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer

will give the nurse as much notice as is reasonably possible. The nurse will have the option of remaining in the plan and rearranging the leave at a mutually agreeable time or of withdrawing from the plan and having the deferred salary, plus accrued interest, if any, paid out to her within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.

- (o) The nurse will be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.
- (p) Final approval for entry into the **pre-paid** program will be subject to the nurse entering into a formal agreement with the Employer in order to **authorize** the Employer to make the appropriate deductions from the nurse's pay. Such agreement will include:
 - i) A statement that the nurse is entering the **pre-paid** leave program in accordance with Article 12.11 of the Collective Agreement.
 - ii) The period of salary deferral and the period for which the leave is requested.

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

ARTICLE 13 - EMPLOYEE FILES

- 13.01 In the event it is deemed necessary by the Employer to file a report of censure the Employer shall, within ten days thereafter, give written particulars of such censure to the nurse involved. Any letter of reprimand, suspension or other sanction will be removed from the record of a nurse eighteen (**18**) months following the receipt of such letter, suspension or other sanction provided that such nurse's record has been discipline free for the immediately preceding twelve (**12**) months during which she has worked.
- 13.02 When any type of evaluation, performance appraisal, progress report or assessment related to job performance, nursing practise or other

employment related matters with respect to any nurse, such nurse shall be given an opportunity to sign the document, indicate any areas of disagreement and shall also be provided with a copy of the document. Upon request, a nurse may review her file in the presence of her supervisor or designate with advance notice to the Employer.

ARTICLE 14 - HOURS OF WORK

- 14.01 The following provisions are intended to designate normal hours of work on a daily tour and normal hours of work over the nursing schedule and shall not be construed to be a guarantee of hours of work to be performed on each tour or during each work schedule. All provisions are subject to Article 15 on Caseload Management.
- (a) The normal daily tour shall average seven and one-half (7½) hours [four-hundred fifty (450) minutes], exclusive of unpaid breaks. **The normal hours of work for the day shift have the majority of hours between 0800 and 1600.**
 - (b) The normal hours of work for a full-time nurse shall average 75 hours per two week period.
 - (c) Any nurse may choose to flex the start time and length of tour to accommodate the needs of the caseload, providing the hours worked do not exceed the normal hours of work in a two week period.
 - (d) It is recommended that a nurse schedule a rest period at the approximate mid-point of her tour.
 - (e) The daily and weekly hours of work for part-time nurses may vary from day to day and week to week.
 - (f) **A part-time nurse will provide the Employer with a commitment to work a minimum of two tours per week. A part-time nurse will also indicate the other tours on which she is available to work and shall be prepared to work should the need arise, unless the nurse provides twenty-four (24) hours advance notice that she is no longer available.**
 - (g) **The scheduling of a nurse** for weekend work will be no more than two in the six week schedule, unless mutually agreed otherwise. Weekends are not included in (f) above.

- (h) **A part-time nurse may be hired to do weekend work only. This may include a paid holiday attached to a weekend. Such nurses will not be eligible for weekend premium payment. Such weekend nurses shall not work outside the normal weekend hours unless all other part-time and casual nurses are unavailable.**
- (i) It is understood that casual nurses do not have normal hours of work.

14.02 Evening Visiting Nursing

- (a) The normal hours of work for the evening visiting program have the majority of hours between **1530 hours to 2330 hours**. If the caseload permits, the nurse may flex her start and stop time.
- (b) The nurses will be provided with their assignment by **1400** hours and any Employer initiated cancellation will be done by **1300** hours.
- (c) There shall be appropriate communications from the regularly scheduled **continuity group** meetings to the evening nurses.
- (d) When a nurse in the evening visiting program is required to remain available until **2330** hours after her visiting assignment is complete, she will then be on standby time.

14.03 Night Visiting Nursing

- (a) The normal hours of work for the night visiting program have the majority of hours between **2330** hours to **0800** hours. If the caseload permits, the nurse may flex her start and stop time.
- (b) The nurses will be provided with their assignment by **2030** hours and any Employer initiated cancellation will be done by **1930** hours.
- (c) There shall be appropriate communications from the regularly scheduled **continuity group** meetings to the night nurses.
- (d) Shift premium will be applied to all hours worked.

14.04 Scheduling

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

- (a) The work schedule shall be posted two **(2)weeks** in advance and shall cover a **six (6) week period**.
- (b) Any request for time off must be submitted in writing one **(1)** week in advance of the posting of the schedule.
- (c) There shall be no split tours scheduled by the Employer, unless mutually agreed.
- (d) The approved posted schedule shall provide a minimum of **16** hours off between scheduled tours, unless mutually agreed.
- (e) A nurse shall not be scheduled by the Employer to work more than seven consecutive tours, unless mutually agreed between the employee and the employer.
- (f) A Nurse's scheduled tours on a posted work schedule shall not be changed by the Employer to other tours (e.g. days to evenings) without twenty-four **(24)** hours notice. The employer will not exercise this clause in an arbitrary manner.
- (g) A request for an exchange of tours set out in the posted time schedule must be submitted in writing and signed by the nurses requesting the exchange. It is understood that such request for exchange shall not result in any premium payment and will not be unreasonably denied.

14.05

Weekend Duty

- (a) **The scheduling of nurses** for weekend duty shall be on a rotational basis.
- (b) A "weekend" shall be defined as at least fifty-six **(56)** hours off, commencing at **1600** hours on Friday and ending at **0800** hours on Monday.

14.06 Christmas/New Year's

- (a) In order to accommodate the Christmas/New Year's scheduling, normal scheduling provisions shall not operate during the period of December 15th to January 9th (first weekend after New Year).
- (b) **A nurse shall not be scheduled to work both Christmas and New Year's unless agreed otherwise.**
- (c) A nurse who works Christmas shall be scheduled to be off for at least five (5) consecutive days over New Year's and vice versa. Such days shall be provided through a combination of designated holidays and regularly scheduled days off, mutually agreed between the employee and the Employer.
- (d) Christmas time shall include Christmas Eve Day, Christmas Day and Boxing Day.
- (e) New Year's time shall include New Year's Eve Day and New Year's Day.

14.07 Cancellation Guidelines

Visiting Nursing Program:

- (a) In the event that work is not available for a scheduled part-time nurse, then that nurse will have first consideration for any extra work of up to equal length that may have arisen within her own continuity group (such as sick leave replacement).
- (b) **The cancellation notice will be placed on the cancellation voice mail box specific to each area.**
- (c) Twelve (12) hours notice of cancellation initiated by the Employer shall be required to cancel any scheduled day tour, unless mutually agreed.
- (d) Three (3) hours notice of cancellation initiated by the Employer shall be required to cancel any scheduled evening or night tour, unless mutually agreed otherwise by the employee and the Employer.

14.08 Fluctuations

In the event of a reduction of work **in a continuity group** where a **continuity group** member is being cancelled on a regular basis, the Employer agrees that such **continuity group** member may be offered the opportunity to be reassigned to another **continuity group** where there is a more junior nurse who is working. This process will go into effect when any nurse **in any continuity group** has been without work for seven (7) consecutive days or has received four (4) cancellations in a **bi-weekly** period. This reassignment will be considered temporary. Should the work load return to its previous level **in her original continuity group** the nurse will return to her previous **continuity group**.

ARTICLE 15 - SELF-SCHEDULING/CASELOAD MANAGEMENT

15.01 Caseload Management will be implemented by using a self-directed continuity group framework. Branches which have **continuity groups** shall continue to use **continuity groups** and other branches may introduce **continuity groups**.

15.02 Self-Scheduling Guidelines

Nurses will self schedule according to the following guidelines:

- (a) A nurse will normally work on a specific continuity group. Continuity groups will be established according to criteria by collaboration given all relevant factors within each branch. For full-time nurses within each continuity group, it is understood that the nurses will be responsible for the planning of their caseload as contained in the guidelines.
- (b) A peer facilitator (**ONA** member) will be used to assist with completion of the schedule where required.
- (c) Once the staffing schedule (**which covers a 6 week period**) is fully completed, it will be submitted to the Employer one week prior to the posting date for review and then posted two weeks in advance.

- (d) In the event that additional work becomes available after the schedule has been posted, the work shall be offered to part-time nurses in descending order of seniority as applicable in each case;
- i) part-time nurses within the continuity group who have been cancelled
 - ii) non-scheduled part-time nurses within a continuity group who have indicated their availability
 - iii) part-time nurses within any continuity group who have been cancelled
 - iv) non-scheduled nurses within any continuity group who have indicated their availability
 - v) casual nurses.
- (e) The Manager will provide each continuity group with the daily **staffing** requirements and an outline of when the schedules are due. It is the responsibility of the continuity group to cover all shifts except in unusual circumstances, for example, vacation, illness, or leaves of absence.
- (f) Should the continuity group fail to comply with the self-scheduling guidelines for the six **(6)** week schedule, the Manager will assume full responsibility for scheduling for the continuity group for that six **(6)** week schedule.

15.03 Effective caseload management is achieved by implementing a continuity group structure that will have as its goals and responsibilities:

continuity as required by purchasers of service, **eg. HCP, CCAC,** private client

communication and w-operation with other continuity group members and between continuity groups

meeting specific client needs/requests as much as possible, **eg.** linguistic, **ethno** cultural, client preferences

appropriate and timely communication with the purchaser of service

accountability for achieving branch targets for time per visit, appropriate **RN/RPN utilization**, managing caseload in cost-effective manner, **eg.** transportation, time management, supplies

management and maintenance of client information **eg.** caseload lists, master lists, client database

utilizing the principles of quality management **eg.** work process improvement, interpersonal skills, problem solving

recognizing continuity group training/educational needs, determining the resources required

15.04 As a member of the continuity group, the nurse shall be responsible for:

attending and contributing to **continuity group** meetings

management and maintenance of client information **eg.** caseload lists, master lists, client database

utilizing the principles of quality management **eg.** work process improvement, interpersonal skills, problem solving

submission of accurate and timely billing information

15.05 Caseload Management Meetings:

The Employer **recognizes** that in order to meet their professional and continuity requirements for client care, there is a need for nurses to review their caseloads and implement changes. Continuity group meetings of one hour per month will continue to be scheduled and office time for full-time nurses of one hour per month will be scheduled to adjust and adapt caseloads to meet the client and continuity group needs, and records management. **A part time nurse may request office time of up to one hour per month. Such requests will not be unreasonably denied.**

15.06 Daily Assignment of Work:
The full-time nurse(s) assigned to a continuity group will have first priority for RN work assignment. In all cases where there is work which cannot be done by the primary nurse, the work shall be assigned to other nurses by the primary nurse in the following order:

- (a) Another full-time primary nurse within the continuity group, who does not have sufficient work.
- (b) The scheduled part-time nurse who is designated as an alternate to the primary nurse or job share area.
- (c) The scheduled part-time nurse who is not designated as an alternate, within the continuity group or in descending order of seniority.
- (d) The most senior scheduled part-time nurse who is not designated as an alternate, in any continuity group, in descending order of seniority.
- (e) A casual nurse shall be scheduled.

ARTICLE 16 - PAID HOLIDAYS

16.01 The following holidays will be recognized as paid holidays:

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

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

16.03 Designated holidays shall be equitably distributed among the nurses.

16.04 A full-time nurse shall work on the above paid holidays on a rotating basis unless mutually agreed by the continuity group. In the event that a full time

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

16.05 Christmas/New Years

A nurse who works Christmas/Boxing Day shall not be required to work New Year's Eve Day/New Year's Day unless otherwise agreed by members of the continuity group. It is the responsibility of the self-scheduling continuity group to ensure that all shifts are staffed adequately throughout the holiday period, excluding vacation, illness and leaves of absence.

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

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

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

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

16.10 When a holiday falls on a scheduled working weekend, the nurse shall be scheduled to work the holiday. **Alternatively, when a holiday falls on a scheduled weekend off, the nurse shall be scheduled off on the holiday, unless otherwise agreed by the continuity group.**

ARTICLE 17 - VACATIONS

17.01 **Nurses will earn their entitlement from October 1 to September 30 of the following year. Vacation will be scheduled between April 1st and**

March 31st.

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

- i) less than one year of employment 1.25 days per month**
- ii) one to three years of employment three weeks**
- iii) three to fifteen years of employment four weeks**
- iv) fifteen to twenty years of employment five weeks**
- v) twenty or more years of employment six weeks**

17.02 Part time nurses shall be entitled to vacation pay in the amount of six percent (**6%**) of their regular straight time hourly rate which will be paid on gross earnings on each pay period. Unpaid vacation time off will be granted as follows:

- i) less than one year of employment 1.25 days per month**
- ii) one to three years of employment three weeks**
- iii) three to fifteen years of employment four weeks**
- iv) fifteen to twenty years of employment five weeks**
- v) twenty or more years of employment six weeks**

17.03 For the purpose of vacation entitlement, service for those nurses whose status is changed from part-time to full-time or vice versa shall mean the combined service as a part-time and full-time nurse accumulated on a continuous basis. For the purpose of this article, fifteen hundred (**1500**) hours of part-time service shall equal one (**1**) year of full-time service.

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

17.05 Requests for prime time summer vacation (July and August) shall be submitted in writing by April **1st**. The Employer will post the final vacation list by May **1st**. All other vacation requests shall be submitted in writing at least one (**1**) month in advance, and the Employer shall reply to the request within

one (1) week.

17.06

Vacation Scheduling:

- (a) The vacation quota shall not be unduly restrictive and shall only include members of the bargaining unit.
- (b) In the event of conflict, seniority shall govern with respect to scheduling of vacations,
- (c) A week of vacation shall be defined as seven (7) consecutive calendar days which includes five (5) vacation days and two (2) days off.
- (d) Vacation may commence on any day of the week.
- (e) Weekends prior to and following scheduled vacation will be scheduled off.
- (f) Single vacation days may be granted as long as the nurse provides three (3) working days notice and subject to operational requirements.
- (g) Where a nurse's scheduled vacation is interrupted due to **hospitalization/serious** illness which commenced prior to and continues into scheduled vacation period, the period of such illness may be considered sick leave. The portion of the employee's vacation which is deemed to be sick leave under this provision will not be counted against the employee's vacation credits.
- (h) Where a full-time nurse's scheduled vacation is interrupted due to a bereavement, the nurse shall be entitled to bereavement leave. The portion of the nurse's vacation which is deemed to be bereavement leave under this provision will not be counted against the nurse's vacation credits.
- (i) A nurse may not change her **authorized** vacation time without a written request from the nurse and the prior approval of the Employer.
- (j) The **spring** school break vacation shall be rotated among interested

nurses.

- (k) The parties agree that annual vacation is intended to be taken in total each year.
- (l) **Vacation may not be carried over from one (1) fiscal year to the next, except with the written permission of the Executive Director or her designate.**

ARTICLE 18 - SICK LEAVE

- 18.01 Full-time nurses will accumulate sick leave on the basis of one and one half (1½) working days for each month of service up to a maximum of one hundred and twenty (120) days.
- 18.02
 - (a) Sick leave credits will continue to accrue for all nurses during such time as the nurse may be absent on sick leave. Designated holidays and regular days off shall not form part of the illness period.
 - (b) Sick leave credits, if available, will be used for absences on sick leave. **Payment will be at 100% for all sick days taken.**
- 18.03 A nurse shall be entitled to an annual statement of her sick leave credit. **This statement will be provided to the nurse upon request only.**
- 18.04 If a physician's certificate is requested, the Employer shall pay any fee for such certificate which is not payable by the nurses' health insurance plan.
- 18.05 Where applicable, a nurse who transfers from full-time to part-time status may have her unused sick leave credits restored to her, should she **re-join** the full-time staff without a break in service.
- 18.06 Modified Work
 - (a) The Employer will notify the Local Nurses' Association of the names of all nurses off work due to work related injury (whether or not the nurses are in receipt of **WSIB** Benefits) and those on **LTD** by the **15th** of each month.

- (b) A modified work program may be made available for nurses returning from illness or injury compensable under the **Workplace Safety and Insurance Act** or LTD.
- (c) The Employer will notify the local nurses' Association of the name of any nurse returning to work on a modified/light/alternate work program.
- (d) Prior to any nurse returning to work on a modified/light/ alternate work program, the Employer will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the Local Executive to negotiate a back-to-work program for the nurse. The unavailability of a staff representative of the Association shall not delay such meeting.
- (e) The Employer agrees to provide the nurse with a copy of the **WSIB Form 7**, at the same time it is sent to the Board.

ARTICLE 19 - PENSION AND GROUP BENEFITS

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

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

19.02 During the term of this agreement, current benefits apply.

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

- (a) one hundred percent (**100%**) of the billed premium towards the coverage of eligible nurses in the active employ of **VON** under the

Ontario Health Insurance Plan through the Employer Health Tax.

(b) Life Insurance

- i) One hundred percent (**100%**) of the billed premium of a group life insurance plan available to full-time nurses. The coverage will amount to two (**2**) times the nurse's salary and will include Accidental Death and Dismemberment coverage.
- ii) A nurse may elect to purchase additional voluntary life insurance and accidental death and dismemberment insurance as per the terms of the plan.

(c) Extended Health

Fifty percent (**50%**) of the billed premium for **EHC** provided the balance of the premium is paid by the nurse through payroll deductions.

(d) Dental Plan

Fifty percent (**50%**) of the billed premium for Dental provided the balance of the premium is paid by the nurse through payroll deduction.

(e) Long-term Disability

Nurses have access to the National **LTD** Plan on the basis of one hundred percent (**100%**) employee paid premiums.

19.04 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.

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

ARTICLE 20 - SKILLS DEVELOPMENT AND TRAINING

- 20.01 The Employer and the Association **recognize** their joint responsibility and commitment to provide and participate in the professional development of staff.
- 20.02 In recognition of the importance of employees continuing professional development, the Employer will give special consideration to requests for special work arrangements to allow employees to pursue educational opportunities.
- 20.03 The parties may also attempt to negotiate with local educational institutions to provide specific courses and/or discounts to meet educational needs of nurses.
- 20.04 Nurses with special skills or training will be identified as peer resource person and nurses will be encouraged to make use of these resource persons.
- 20.05 Where there is a requirements for needed and new skills to be implemented, the initial training will be offered first to the full-time nurses, and secondly the part-time, in order of seniority within each **continuity group**, with the goal of covering the branch area where the skill is required.
- 20.06 The Employer will cover the total cost of the initial training for needed and new skills. If the Employer does not have the resources to cover the total cost, the Employer will look to cost sharing strategies with the Association or individual employee. (**Eg.** Employer covers the cost of the trainer, location, and supplies and the employee attends on her own time.)
- 20.07 It is expected that following initial training for needed and required skills, the nurse will have the responsibility for maintaining ongoing competence, by **utilizing** her skills in the workplace or attending inservices.
- 20.08 Technological Chancre
- When the Employer introduces new equipment, all staff shall receive training and ongoing education in order to **optimize** maximum efficiency

with the new equipment.

Where computers are introduced into the workplace and nurses are required to **utilize** those computers in the course of their duties, the Employer agrees that necessary computer training will be provided at no cost to the nurses involved.

ARTICLE 21 - MISCELLANEOUS

- 21.01 The Employer shall provide a bulletin board in each office for the sole use of the Association.
- 21.02 A copy of this Agreement in a mutually agreed form will be issued to each nurse now employed and as employed. The cost of printing this agreement shall be equally shared between the Association and the Employer.
- 21.03 Pay will be deposited **bi-weekly** into the employee's bank account by direct deposit, with a clarified, **itemized** statement of all deductions, premiums and changes in increment in a sealed envelope. Nurses leaving the employ of the Employer shall be paid all outstanding monies as above, on the next regularly scheduled pay period.
- 21.04 Each nurse shall keep the Employer informed of changes to relevant employment information.
- 21.05 Where a medical examination is required to comply with the statute, a nurse may choose her personal physician.
- 21.06 Prior to effecting any changes in the Employer's policies or rules, which would affect nurses covered by this agreement, the Employer shall first discuss such proposed changes at the Association Management Meeting.

ARTICLE 22 - OVERTIME AND PREMIUM PAYMENTS

- 22.01 (a) All time worked in excess of a seventy-five (**75**) hour fortnight shall be considered overtime. Overtime shall be subject to the following conditions:

- i) Any work assigned by the Employer to a part-time nurse in excess of seven and one half (**7½**) hours or four-hundred fifty (**450**) minutes per tour will be considered overtime subject to premium payment.
 - ii) Notwithstanding the above, given the ability to flex start and finish times and length of work day according to client/caseload needs, nurses may choose to work longer than **seven and one half (7½) hours or four-hundred fifty (450) minutes**. Such choice shall not be considered overtime.
 - iii) Time up to and including fifteen (**15**) minutes shall not be counted.
- (b) Where a nurse works overtime as set out above, the nurse shall be paid one and one-half (**1½**) times the nurse's regular straight time hourly rate for the overtime worked. Such time is to **be** approved by the Manager. Approval will not be unreasonably denied. Overtime premium shall not be duplicated for the same hours worked, nor shall overtime be pyramided with any other premiums payable.

Note: Nurses who have compensatory banks at the time of ratification will be notified of the balance of their compensatory bank. The nurses so affected will have until February 1, 1999 to take compensatory time off. Any time off owing as of February 1, 1999 will be paid out to the nurse on the next pay period after February 1, 1999.

22.02

Call-in/Call-back

A nurse who is called in to work at a time other than during the regularly scheduled tour shall receive a minimum of three (**3**) hours work or pay in lieu at the regular straight time hourly rate.

If called in to work from standby, the nurse shall be paid at the regular straight time hourly rate of pay with a minimum of three (**3**) hours at the regular straight time rate of pay for all time worked.

22.03 Standby/On Call

Where a nurse is on call/standby she shall be paid **\$1.80 per hour**.

Nurses will be assigned on call responsibility on a rotational basis in order to cover evening and night call requirements of the Branch.

The Employer may require nurses to be on standby for a period of two (2) hours at the beginning of a shift. Nurses who are interested in providing stand by availability will indicate their interest to their Manager. The Manager will contact interested nurses when seeking to place an employee on standby to outline the required date and times of the standby. The Employee has the right to accept or refuse the standby assignment, but once accepted, will be required to come to work on the date of the standby assignment should they be contacted to do so.

22.04 Shift Premium

Where a nurse is assigned to work on the evening or night tours, she shall be paid a premium of **\$.45** for all hours worked where the majority of the hours worked fall between **1530** hours and **0800** hours as follows.:

22.05 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 23 - TRANSPORTATION ALLOWANCE

23.01 (a) **Transportation allowance will be paid as follows:**

- **Effective upon ratification until March 31, 1999: \$.20 per kilometre driven**
- **Effective April 1, 1999:**

- the first **2500 kilometres: \$.17 per kilometre**
- all kilometres driven in excess of **2500 kms: \$.20 per kilometre**

- (b) The mileage allowance will be paid for all kilometres driven by a nurse commencing from the home of their first client **or Branch office** and ending at the home of the last client **or Branch office**. **The Branch office is the starting and/or ending point of the nurse's day only if the nurse is required to be at the Branch office.**
- (c) Mileage allowance for nurses scheduled on call when they are called out shall be paid from portal to portal.

ARTICLE 24 - COMPENSATION

24.01 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.

24.02 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.

24.03 Previous Experience Credit

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

probationary period. Such placement shall not exceed the sixth level of the wage grid and shall be on the basis of one increment for each year of **VON** nursing experience and one increment for each two years of hospital nursing experience. ,

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

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

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

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

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

24.08 Percentage in Lieu

(a) **In lieu of benefits in Article 18, part time and casual nurses shall receive seven percent (7%).**

(b) Holiday pay is included in this percentage in lieu.

ARTICLE 25 - PROFESSIONAL RESPONSIBILITY

In the event the Employer assigns a number of clients or workload to an individual nurse or group of nurses that she/they have cause to believe that she/they are being asked to perform more work than is consistent with the proper delivery of care, she/they may refer the matter in writing to the Association Management Committee within thirty (30) calendar days. The Chairperson of the Association Management Committee shall convene a meeting of the Association Management Committee. Within ten (10) calendar days of the referral, the Committee shall discuss and attempt to resolve the matter to the satisfaction of both parties. **If the matter is not resolved to the satisfaction of both parties, it may be taken up as a grievance.**

ARTICLE 26 - DURATION

- 26.01 This Agreement shall continue in **effect until March 31, 2000** 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.
- 26.02 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.
- 26.03 All terms of the collective agreement shall become effective upon date of ratification by both parties to the agreement unless specifically stated otherwise in the agreement. Salary rates shall be effective on the dates and in the amounts stipulated in Appendix A.

Dated at November, Ontario, this 6th day of November, 1998.

For Ontario Nurses' Association

Marilyn Mazank
Raeun
Karen Bell
R. Harnack
E. Karant

For Victorian Order of Nurses
Waterloo-Wellington-Dufferin

A. Stevenson
M. Macdonald
Laurel Fuhr

APPENDIX A
SALARY SCHEDULE
HOURLY RATES

B.ScN/PHN

	START	2	3	4	5	6	7	8	9	10
Hourly Rate	18.35	18.75	19.39	20.26	21.03	21.39	21.90	22.31	22.77	23.80

REGISTERED NURSE

	START	2	3	4	5	6	7	8	9	10
Hourly Rate	17.73	18.16	18.82	19.69	20.46	20.82	21.34	22.00	22.77	23.80

Letter of Understanding
between

VON WATERLOO-WELLINGTON-DUFFERIN

AND

ONTARIO NURSES' ASSOCIATION

RE

BRANCH AMALGAMATION

The Employer agrees to inform the Union of branch amalgamation. After such notification, the Employer will meet with the Union to discuss matters of mutual concern surrounding such amalgamation.

Dated on this 6th day of November, 1998, at Guelph, Ontario.

For the Ontario Nurses'
Association

Marilyn Marzulli
Karen
Karen Bell
M. Harnack
E. Skaratt

For the Victorian Order of Nurses
Waterloo-Wellington-Dufferin

A. Stevenson
M. MacDonell
Laurie Yuliv

Letter of Understanding
between

VON WATERLOO-WELLINGTON-DUFFERIN

AND

ONTARIO NURSES' ASSOCIATION

RE

JOB SECURITY

The Employer agrees that it will endeavour to avoid layoffs for full time nurses during the life of this Collective Agreement, unless the Branch is closed or there is insufficient nurse volume/caseload for the Branch to handle with the number of full time nurses at the Branch. The Employer will not lay off nurses who are full time employees for the sole purpose of removing their status as full time employees.

Dated this 6th day of November, 1998 at Guelph, Ontario.

For the Ontario Nurses'
Association

Marsha Mazurk
Bawn
Karen Bell
Hainack
Skaratt

For the Victorian Order of Nurses
Waterloo-Wellington-Dufferin

Stevenson
M MacDondd.
Kusie Kubi

Letter of Understanding
between

VON WATERLOO-WELLINGTON-DUFFERIN

AND

ONTARIO NURSES' ASSOCIATION

RE

PRODUCTIVITY

The Association **recognizes** that productivity of the nurses is one of the critical components in maintaining the financial viability of the **VON**. Time per visit (**TPV**) will continue to be monitored monthly and will be discussed at the **Association-Management** meetings. The parties agree to work together at developing strategies to reduce and maintain the **TPV**. Upon the request of either party, the **ERO** will attend a meeting with the view to achieve a resolution on a mutually satisfactory basis in addressing the concerns of **TPV**.

Dated this 6th day of November, 1998 at **Guelph**, Ontario.

For the Ontario Nurses'
Association

Marsha Marwick
[Signature]
Karen Bell
[Signature]
[Signature]

For the Victorian Order of Nurses
Waterloo-Wellington-Dufferin

[Signature]
M MacDonell
[Signature]

Letter of Understanding
between

VON WATERLOO-WELLINGTON-DUFFERIN

AND

ONTARIO NURSES' ASSOCIATION

RE

SHIFT NURSING

1. Nurses working in the shift nursing program will be covered by the collective agreement except where modified by this Letter of Understanding.
 - a) Articles on Hours of Work, Scheduling, Vacation, Compensation and Weekend work will not apply to Shift Nursing.
 - b) Shift Nursing will be defined as nursing care required to meet the needs of a client(s) at a single location. A shift ranges in length from three **(3)** to twelve **(12)** hours. The hours of each shift will be determined by client need. The working day for each nurse shall start and end in the client's home.
 - c) Nurses working in the **Shift** Nursing Program will **be** treated as casual nurses. Seniority earned in the **shift** nursing program will be combined with seniority from all other **VON** nursing programs.
 - d) For assignment longer than two **(2)** weeks, nurses in the Shift Nursing program may be expected to work alternate weekends.
 - e) Assignments will be made in order to provide continuity of care to the client. Assignments will be based on availability, skills, experience, and when all this is equal, seniority.
2. Compensation
 - a) The regular straight time hourly rate is seventeen **(17)** dollars per hour.

- b) Registered Nurses in the Shift Program shall receive 4% paid on their regular straight time hourly rate in lieu of vacation. Such amount shall not be included in the base used for the purpose of calculating overtime.

3. Premium Pay

All time worked in excess of seventy-five (75) hours in a two-week period shall be considered as overtime and shall be paid at the rate of time and one half (1 1/2). The nurse will inform the Manager if the acceptance of this shift will place the nurse in an overtime payment situation.

4. Cancellation

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

5. Reporting Pay

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

Dated this 6th day of November, 1998 at Guelph, Ontario.

For the Ontario Nurses' Association

Masha Marantz
Shawn
Krenbell
W. Harnack
S. Skaratt

For the Victorian Order of Nurses
 Waterloo-Wellington-Dufferin

A. Stevenson
M. Macdonald
Laurie Kuki

Letter of Understanding
between

VON WATERLOO-WELLINGTON-DUFFERIN

AND

ONTARIO NURSES' ASSOCIATION

RE

ASSESSMENT PROGRAM

1. Nurses working in the Assessment Program will be covered by the collective agreement except where modified by this letter of understanding.
 - a) Articles on Hours of Work, Scheduling, Vacation, Compensation and Weekend work will not apply to the Assessment Programs.
 - b) The Assessment Programs are defined as those services in which the nurse complete physical and **psycho-social** assessments to facilitate client decision making. Assessments range in length depending on the needs of the client. The scheduling of the assessment is made in conjunction with client need and availability.
 - c) Nurses working in the Assessment Program will be treated as casual nurses. Seniority earned in the Assessment Program will be combined with seniority from all other **VON** nursing programs.
 - d) Assignments will be based on a roster system.
2. Compensation
 - a) **CCAC** Placement Assessments - **\$32.00** per assessment, inclusive of salary, vacation pay, and travel expense.
 - b) Insurance Industry Assessments - **\$17.00** per hour plus **4%** vacation pay, to a maximum of 2 hours.

- c) Veteran's Affairs Canada (VAC) Assessments - \$17.00 per hour to a maximum of 3 hours for the assessment and travel time combined. In addition, employees will receive 4% vacation pay.
- d) Pertussus Study - \$17.00 per hour plus 4% vacation pay.

3. Premium Pay

All time worked in excess of seventy-five (75) hours in a two-week period shall be considered as overtime and shall be paid at the rate of time and one-half (1 1/2). The nurse will inform the Manager if the acceptance of this shift will place the nurse in an overtime payment situation.

Dated this 6th day of November, 1998 at Guelph, Ontario.

For the Ontario Nurses'
Association

Marsha Marwick
Thawn
Karen Bell
Harriett
E Skaratt

For the Victorian Order of Nurses
Waterloo-Wellington-Dufferin

L Stevenson
M MacDonold
Laurie Nfuor

Letter of Understanding
between

VON WATERLOO-WELLINGTON-DUFFERIN

AND

ONTARIO NURSES' ASSOCIATION

RE

CLINIC PROGRAMS

1. Nurses working in the clinic programs will be covered by the collective agreement except where modified by this Letter of Understanding.
 - a) Articles on Hours of Work, Scheduling, Vacation, Compensation and Weekend work will not apply to the Clinic Programs.
 - b) Clinic programs will be defined as providing nursing care to numerous clients in a clinic setting. This includes, but is not limited to: **Wellness Clinics**, Influenza Vaccination Clinics, etc. (Does not include Foot Care **Clinics**, which are under a separate Letter of Understanding.)
 - c) Clinics range in length from one **(1)** to eight **(8)** hours, and the clinic hours vary, depending on the needs of the client.
 - d) Nurses working in the Clinic Programs will be treated as casual nurses. Seniority earned in the clinic programs will be combined with **seniority** from all other **VON** nursing programs.
 - e) Assignments will be made in order to provide consistency of staff to the Clinic locations.
2. Compensation
 - a) The regular straight time hourly rate for Clinic Program nurses is **\$17.00**.
 - b) Registered Nurses in the Clinic Programs shall receive **4%** paid on their regular straight time hourly rate in lieu of vacation. Such amount shall not

be included in the base used for the purpose of calculating overtime.

3. Premium Pay

All time worked in excess of seventy-five (75) hours in a two-week period shall be considered as overtime and shall be paid at the rate of time and one-half (1 1/2). The nurse will inform the Manager if the acceptance of this shift will place the nurse in an overtime payment situation.

4. Cancellation

Nurses who are assigned to a Clinic may be cancelled up to two (2) hours in advance of assigned hours of work without penalty.

Dated this 6th day of November, 1998 at Guelph, Ontario.

For the Ontario Nurses' Association

Marsha Mazurk
[Signature]
Karen Bell
[Signature]
[Signature]
[Signature]
[Signature]

For the Victorian Order of Nurses
Waterloo-Wellington-Dufferin

[Signature]
m Macdonald
Samuel Peeler
[Signature]
[Signature]
[Signature]

Letter of Understanding
between

VON WATERLOO-WELLINGTON-DUFFERIN

AND

ONTARIO NURSES' ASSOCIATION

RE

FOOT CARE PROGRAM NURSES

1. Registered Nurses working in the Foot Care Program will be covered by this Collective Agreement except where modified by this letter of understanding.
 - a) Articles on Hours of Work, Scheduling, Vacation, Compensation, and Weekend work will not apply to the Food Care Program nurses.
 - b) The Foot Care Program nurses may work in clinic settings or in the client's home., ,
 - c) Part-time nurses are regularly scheduled to work at 2 or more clinics per month, normally at the same locations. Casual nurses are available for relief.
 - d) Seniority earned in the Foot Care Program will be combined with seniority from all other **VON** programs.
 - e) Assignments will be made in order to provide consistency of staff to the Clinic locations.

2. Compensation
 - a) The regular straight time hourly rate for Foot Care Program nurses is **\$15.40** per hour.
 - b) All Foot Care Program **RNs** shall receive **4%** paid on their regular straight time hourly rate in lieu of vacation. Part-time **RNs** shall also receive **4%** in

lieu of holiday pay and all other benefits. Such amounts shall not be included in the base used for the purpose of calculating overtime.

3. Premium Pay

All time worked in excess of seventy-five (75) hours in a two-week period shall be considered as overtime and shall be paid at the rate of time and one-half (1 1/2). The nurse will inform the Manager if the acceptance of this shift will place the nurse in an overtime payment situation.

4. Cancellation

Nurses who are assigned to a Clinic may be cancelled up to two (2) hours in advance of assigned hours of work without penalty.

Dated this 6th day of November, 1998 at Guelph, Ontario.

For the Ontario Nurses' Association

Masha Mazurk
Rosen
Krenbell
Atarnack
Skaratt

For the Victorian Order of Nurses Waterloo-Wellington-Dufferin

L Stevenson
M MacDondd.
Laurie Kuhn

Letter of Understanding
between

VON WATERLOO-WELLINGTON-DUFFERIN

AND

ONTARIO NURSES' ASSOCIATION

RE: NORTH WELLINGTON SCHEDULING PROVISIONS

The parties agree that the following scheduling provisions will be in effect for the North Wellington area of the branch.

1. Full-time nurses will remain on day shift in order to effectively manage the caseload of the area.
2. Part-time nurses will work a combination of day and evening shifts. An employee who wishes to work only evenings may elect to do so.
3. One evening **RN** will take night call for the entire North Wellington area. Arrangements between the nurses for the best efficiency of operation for on call will continue.

Dated this 6th day of November, 1998 at **Guelph**, Ontario.

For the Ontario Nurses'
Association.

Marsha Marantz
[Signature]
Kennell
[Signature]
[Signature]
[Signature]

For the Victorian Order of Nurses
Waterloo-Wellington-Dufferin

[Signature]
m Macdonald
[Signature]
[Signature]

Letter of Understanding
between

VON WATERLOO-WELLINGTON-DUFFERIN

AND

ONTARIO NURSES' ASSOCIATION

RE: NIGHT VISITING NURSING IN GUELPH

This Letter of Understanding is in addition to the provisions of Article 14.03 of the Collective Agreement.

The parties agree that the current work arrangement for the permanent night visiting nurses in **Guelph** will continue. Nurses who provide relief on the night visiting nursing continuity group will also be covered by this Letter of Understanding.

1. Each part-time nurse working on the night shift will provide nine hours of availability commencing at **2300** hours. The shift will consist of a combination of booked clients and on call availability.
2. Night nurses will receive seven hours' pay at their regular base hourly rate.
3. Night nurses are required to carry a pager supplied by the branch.
4. Night nurses are never cancelled.

Dated this 6th day of November, 1998 at **Guelph**, Ontario.

For the Ontario Nurses'
Association

Martha Mazank
Shawn
Kennell
R. Harnack
E. Skaratt

For the Victorian Order of Nurses
Waterloo-Wellington-Dufferin

S. Stevenson
M. MacDonald
Quire K. Fuhr

Letter of Understanding
between

VON WATERLOO-WELLINGTON-DUFFERIN

AND

ONTARIO NURSES' ASSOCIATION

RE

JOB SHARING

The parties agree to job sharing, an arrangement whereby two **(2)** nurses share hours of work of what would otherwise be one **(1)** full-time position. The nurses working as job sharers will be classified as regular part-time, and will abide by the following conditions:

1. Total hours worked by the job sharers shall equal one **(1)** full-time position. The schedule shall be determined by mutual agreement between the two **(2)** nurses and the nurse manager.
2. The job sharers involved will have the right to determine which partner works on scheduled paid holidays.
3. The schedule referred to in paragraph one **(1)** shall conform with the scheduling provisions of the Collective Agreement. Each job sharer will continue to work weekends and paid holidays on the same basis as full-time staff.
4. It is expected that both job sharers will cover each other's absences including incidental illnesses and vacation. Job sharers are not required to cover for their partners in the case of prolonged or extended absences, but may be offered the opportunity to do so.
5. Subject to paragraph one **(1)** above:
 - a) Job sharing arrangements may arise out of the filing of a vacant full-time position, both job sharing positions will be posted and selection will be based on the job posting criteria set out in the Collective Agreement.

- b) An incumbent full-time nurse wishing to share her position may do so without having her half of the position posted. The other half of the job sharing position will be posted and selection will be made on the job posting criteria.
- 6. If one of the job sharers leaves the arrangement, her position will be posted.
- 7. The incumbent full-time nurse or the Branch may terminate the job share by providing one month's written notice.

Dated this November, 1998 at **Guelph**, Ontario.

For the Ontario Nurses' Association

For the Victorian Order of Nurses
Waterloo-Wellington-Dufferin

Marsha Mazurek
Shawn
Karen Bell
Stannack
E Skaratt

A Stevenson
M MacDand
Laurie Kulis

Letter of Understanding
between

VON WATERLOO-WELLINGTON-DUFFERIN

AND

ONTARIO NURSES' ASSOCIATION

RE: PROGRESSION ON THE WAGE GRID

Effective upon the date of ratification of this Collective Agreement, there shall be no advancement or progression on the wage grid. Upon the date of ratification, the accumulated hours for part time nurses and accumulated time for full time nurses towards the next increment will be frozen. These hours/time will be recorded, and effective April 1, 2000, accumulation toward grid progression will resume. Seniority hours will continue to accumulate as outlined in this Collective Agreement.

Dated this November, 1998 at Guelp, Ontario.

For the Ontario Nurses'
Association

For the Victorian Order of Nurses
Waterloo-Wellington-Dufferin

Marsha Hazardt
B. Hawn
Karen Bell
R. Harnack
S. Skanatt

A. Stevenson
M. Macdonald
Laurel Fuhr

Letter of Understanding
between

VON WATERLOO-WELLINGTON-DUFFERIN

AND

ONTARIO NURSES' ASSOCIATION

RE: FLEXIBLE BENEFITS

Due to the time constraints the parties are facing in negotiations, the parties agree that benefits will be maintained as status quo as outlined in Article 19 of this Collective Agreement.

Prior to December 31, 1998, the parties agree to meet and discuss in more detail the introduction of the VON Canada Flexible benefits plan. The parties may negotiate a movement to the Flexible Benefits plan during the life of this Collective Agreement.

Dated this 6th day of November, 1998 at Guelph, Ontario.

For the Ontario Nurses'
Association

For the Victorian Order of Nurses
Waterloo-Wellington-Dufferin

Masha Mazurk
Sharon
Karen Bell
Starnack
E. Shavett

S. Stevenson
M. MacDonell
Lauree H. Fuchs

Letter of Understanding
between

VON WATERLOO-WELLINGTON-DUFFERIN

AND

ONTARIO NURSES' ASSOCIATION

RE: COST SAVINGS

It is recognized that the Association and the Branch have agreed to several compensation concessions in order to assist in sustaining the economic viability of **VON Waterloo-Wellington-Dufferin**. Should the financial position of the Branch improve over the life of this Collective Agreement, the parties agree to meet in order to discuss enhancements to the compensation package as outlined in this Collective Agreement. The Employer will provide financial information to the **ONA** negotiating committee and a meeting will be held, if requested, at the end of each fiscal year.

Dated this November, 1998 at **Guelph**, Ontario.

For the Ontario Nurses'
Association

For the Victorian Order of Nurses
Waterloo-Wellington-Dufferin

Marsha Mazurk

S. Stevenson

Brown

M. Macdonald

Karenbell

Kaurie Kluk

Harwood

Skaratt

