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No. OF EMPLOYEES	234		
NOMBRE D'EMPLOYÉS	80		

COLLECTIVE AGREEMENT

Between

VICTORIAN ORDER OF NURSES
OTTAWA-CAREETON BRANCH

And

ONTARIO NURSES' ASSOCIATION

Effective Date - April 1, 1991.
Expiry Date - March 31, 1992

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COLLECTIVE AGREEMENT

Between

VICTORIAN ORDER OF NURSES OTTAWA-CARLETON BRANCH
(hereinafter referred to as the Employer)

OF THE FIRST PART

And

ONTARIO NURSES' ASSOCIATION
(hereinafter referred to as the Association)

OF THE SECOND PART

THE PARTIES hereto agree as follows:

ARTICLE 1 - PURPOSE

- 1.1 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 other conditions of employment are established by mutual agreement. It is recognized that nurses wish to work cooperatively with the Employer to provide the best possible community health services.

ARTICLE 2 - RECOGNITION

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

sent by the Employer to the Association shall be sent to such chartered local.

2.3 Definition - Registered Nurse

A registered nurse is a nurse who holds certification with the College of Nurses of Ontario in accordance with the Health Disciplines Act.

2.4 Definition - Graduate Nurse

A graduate nurse is a nurse with certification incomplete who is a graduate of a program acceptable to the College of Nurses and is either in the process of being certified by the College of Nurses of Ontario or is completing certification requirements. This certification shall be completed within twenty-four (24) months following date of hire. where a nurse fails to complete such certification requirements she will be terminated and such termination shall not be subject matter of the grievance or arbitration procedure.

ARTICLE 3 - REPRESENTATION

3.1 **The** Employer will recognize a Nurse Management Committee of five (5) Association Representatives, one of whom shall be part-time, for the purpose of meeting with the Employer to discuss matters of concern relating to VON nursing or matters concerning the interpretation or administration of the Agreement. Such meetings will be held at least every two (2) months and may also be held at special request of either party. A representative of the Ontario Nurses' Association may attend at the request of either party.

3.2 The Employer will recognize a Negotiating Committee composed of three (3) Association members for the purpose of meeting with the Employer to negotiate renewal Agreements.

3.3 The Employer will recognize a Grievance Committee of two (2) Association members whose function will be to dispose of any grievances brought before it under Article 16 of this Agreement. The aggrieved nurse may also be present.

3.4 The Employer agrees to recognize a nurse representative from each planning time.

3.5 The Employer will pay all members of committees at their respective salaries for all regular time spent by nurses at meetings with the Employer during working hours.

3.6 Accident Prevention - Health & Safety Committee

- a) The Employer and the Association agree that they mutually desire to maintain standards of safety **and** health in the Agency in order to prevent accidents, injury and illness.
- b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept **as a member** of its Accident Prevention - Health & Safety Committee, at least two (2) representatives selected or appointed by the Association from amongst bargaining unit employees.
- c) 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 related to safety and health.
- d) The Employer agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfil its functions. In addition, the Employer will provide the Committee with reasonable access to all accident reports, health and safety records and any other pertinent information in its possession.
- e) Meetings shall be **held every** second month or more frequently at the call of the Chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- f) Any representative appointed or selected in accordance with (b) hereof, shall **serve** for a term of at least one (1) calendar year from the date of appointment. Time off **for** such representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing, shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work, shall not lose regular earnings as a result of such attendance.
- g) The Association agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practises.
- h) All time spent by a member of the Accident Prevention - Health and Safety Committee attending meetings of

the Committee and carrying out her duties, shall be deemed to be work time for which she shall be paid by the Employer at the appropriate rate and she shall be entitled to such time from work **as** is necessary to attend scheduled meetings.

- i) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the current contractual maternity leave.
- j) Where the Employer identifies high risk areas where nurses are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the nurses.

3.7 Except as modified by this Agreement, meetings of the Association and/or its committees shall be held outside working hours.

ARTICLE 4 - NO DISCRIMINATION

- 4.1 (a) The Employer and the Association agree that there shall be no discrimination on grounds of race, creed, colour, age, sex, marital status, ancestry, place of origin, ethnic origin, citizenship, family status, marital status, record of offences or handicap. In interpreting this provision, an arbitrator or board of arbitration shall take account of and apply the exemptions and definitions contained in the Human Rights Code, 1981 including but not restricted to sections 9, 14, 15, 16, 23(b) and 24.
- (b) There shall be no discrimination by the Employer or the Association against any nurse on account of membership or non-membership in or activities on behalf of the Association.

ARTICLE 5 - NO STRIKE, NO LOCKOUT

5.1 The Association agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts so long as this Agreement continues to operate. The meaning of the words "**strike**" and "**lockout**" shall be **as** defined in The Labour Relations Act, RSO 1970, Chapter 232 as amended.

ARTICLE 6 - ASSOCIATION SECURITY

- 6.1 The Employer agrees to deduct **from** the wages of each nurse a sum equal to the regular monthly Association dues. Such payroll deductions shall commence on the date of **hire**. The Association shall notify the Employer in writing of the amount of such dues. The Employer will remit to the Ontario Nurses' Association once each month the amount to be withheld by the Employer **for** dues under this clause. The Association shall indemnify and save **harmless** the Employer with respect to all dues so deducted and remitted.
- 6.2 A representative of the Association shall be allowed fifteen (15) minutes within regular working hours to interview each nurse hired during the previous month to discuss the benefits and duties of Association membership and responsibilities to the Employer and the Association,

ARTICLE 7 - MANAGEMENT RIGHTS

- 7.1 The Employer retains the rights of management save insofar **as** they are modified by this Agreement. Without limiting the generality of the foregoing, the Employer retains the **sole** right to:
- (a) Direct the nurses, **assign work**, hire, discharge, **classify**, promote, **demote**, transfer, lay-off, suspend or otherwise discipline a nurse for just cause. A claim that a **nurse** has been improperly classified or has been demoted, suspended or otherwise disciplined, without just cause, **may** be the subject of a grievance.
 - (b) Determine the methods, schedules, procedures, programs, locations, equipment, means of transportation while on duty, areas in which the nurses **work**, numbers of nurses and staff requirements.
 - (c) Make, enforce and alter from time to time reasonable rules and regulations to be observed by the nurses, provided that such rules and regulations shall not be inconsistent with the provisions of the Agreement.
 - (d) The Employer agrees that in exercising its rights **as** enumerated above, it shall not do **so** in a manner inconsistent with the Collective Agreement.

~~ARTICLE 8 - DEFINITIONS OF HOURS OF WORK AND OVERTIME~~

- 8.1 A full-time nurse shall normally work 7 1/2 hours per day, exclusive of a one hour unpaid lunch period, and 75 hours in a fortnight. Each nurse shall have four (4) days off per fortnight. Single days off shall not be scheduled except by mutual consent.
- 8.2 (a) A Regular Part-time nurse is a nurse who works on a pre-determined schedule less than 37 1/2 hours per week.
- (b) A regular part-time nurse works in accordance with a pre-determined schedule and agrees to be available for work on the following basis:
- (i) two tours per week
 - (ii) one weekend in four
- The above commitment does not guarantee that a regular part-time nurse will be scheduled to the extent of the commitment.
- (c) A casual part-time nurse is a nurse who works on an interim replacement or an occasional basis and is paid at a per diem or per hour rate.
- 8.3 There shall be two 15 **minute** paid rest periods each day.
- 8.4 All time worked in excess of a 10-day, 75-hour fortnight or 7 1/2 hours a day shall be considered as overtime subject to the following conditions:
- (a) The nurse is authorized by the Employer to work overtime.
 - (b) Time less than 15 minutes shall not be counted. Time in excess of 15 minutes shall be counted as total time worked.
 - (c) An employee who works overtime shall receive equivalent time off except in the following circumstances:
 - (i) An employee who works overtime, for work assigned to the nurse by the Employer after she has worked a 7 1/2 hour day, shall receive compensating time off of time and one-half.

- (ii) All part-time nurses who are assigned **work** in excess of 7 1/2 hours a day shall receive overtime compensation in accordance with the above conditions, except that compensation will be in payment.
- (iii) All part-time **nurses** who are assigned to **work four (4) hours** on a weekend shift and **work in excess of four (4) hours** shall receive overtime compensation in accordance with the above conditions except that compensation will be in payment.
- (d) The Employer and the nurse will attempt to come to a mutual agreement on a date such time off may be taken. Where no agreement is reached with respect to the overtime taken in any quarter, the Employer may liquidate the overtime credits at the end of the subsequent quarter by means of payment of compensation in cash to the employee on the basis of one and one half hour for each hour of credit at the salary rates applicable at the time when the overtime was earned.

8.5 Full-time nurses shall be scheduled to work weekends on a rotation basis. Nurses will normally be scheduled one weekend in three not more than three times a year, and for the remainder of the **year** no more than one weekend in four, **Where possible a nurse shall not be required** to work on a paid holiday which, falls on a Monday unless she is scheduled to work on the weekend immediately preceding such paid holiday.

The Employer will post the weekend schedules for full-time nurses two months in advance, and will have the option to make reasonable changes in the schedule due to operational requirements which include alterations in caseload demand, illness, resignation or departure on leave.

- 8.6 (a) A full-time nurse who is called back to work after completion of her day shift shall receive compensating time off as outlined in Article 8.4 covering the whole period she is required to be absent from her residence for such call with a minimum of four **(4) hours** at time and one-half.
- (b) A part-time nurse who is called in to work during **the evening or night shift** will receive a minimum of **three (3) hours' work** or pay in lieu.
- 8.7 a) Effective January 8, 1992, a nurse working on an

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

- b) Effective January 8, 1992, a nurse shall be paid a weekend premium of 75¢ per hour for each hour worked between the completion of **the** Friday day tour and commencement of the Monday day tour.

8.8 Conditions for working flexible hour⁶ shall be reviewed as required at Nurse Management Committee meetings. Whenever operational requirements permit, a nurse with agreement of her supervisor may work a flexible hour day.

8.9 Standby

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

8.10' Reporting Pay

A part-time nurse who reports to work as scheduled or requested shall receive a minimum of four (4) hours pay at her regular straight time hourly rate (inclusive of percentage in lieu).

8.11 Cancellation Pay

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

8.12 Nurses shall not be required to work more than seven (7) days in a row, except when a statutory holiday falls on a day adjacent to a weekend. If a nurse is required to work on an eighth or subsequent day the nurse shall be paid at one and one half times her regular straight time hourly rate until she is scheduled a day off.

ARTICLE 9 - NO CONTRACTING OUT

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

ARTICLE 10 - SENIORITY

- 10.1 (a) In all cases where there is a reduction of the workload such that there is a surplus of nurses employed in the bargaining unit, the Employer may lay off nurses provided that probationary nurses shall be laid off first and the most junior nurses shall be laid off thereafter.
- (b) Nurses shall be recalled in the order of seniority provided that the nurse is qualified to **perform** the available work.
- (c) All part-time and full-time nurses who are on layoff will be given job opportunity in the **full-time** and part-time categories before any new nurse is hired.
- (d) In the event of a proposed layoff, the Employer will provide the Association with no less than thirty (30) days notice of such layoff.
- 10.2 (a) The Employer agrees to furnish the Association, during the month of February of each year, with a seniority list of all of the nurses in the bargaining unit with the last addresses according to Employer records. The list shall include the classification, date of employment and for part-time nurses only, the number of hours worked for the Branch.
- (b) A newly employed full-time nurse shall be considered a probationary nurse until she has completed four **(4)** months of continuous service. The probationary period may be extended a further two **(2)** months with the consent of the parties. Where the **nurse** has been absent on sick leave for a period in excess of five **(5)** consecutive tours of work, the probationary period shall be extended by the length of such absence or absences.

A newly employed part-time nurse shall be considered a probationary nurse until she has completed eighty (80) hours or six (6) months' service, whichever comes first. If accepted for permanent employment, her seniority shall commence from the date of her employment and her anniversary date for increments of salary adjustments shall be determined in accordance with Note 1, Appendix B, Salary Schedule.

A probationary nurse may be discharged for any reason not contrary to law and there shall be no recourse to the grievance procedure. Where a nurse who was employed by another branch of the Victorian Order of Nurses is employed by this Branch, the probationary period will be waived, provided that the period of time between the date that the nurse ceased to work for the previous branch and the date that the nurse is employed by this Branch is six (6) weeks or less.

- 10.3 (a) Seniority shall be retained and accumulated when a nurse is absent from work under the following conditions:
- approved leave of absence with pay;
 - approved leave of absence without pay of six (6) weeks or less;
 - when in receipt of paid sick leave;
 - when in receipt of Workers' Compensation for any injury sustained while in the employ of the Victorian Order of Nurses, Ottawa-Carleton Branch.
- (b) Seniority shall be retained but not accumulated when a nurse is absent from work under the following circumstances:
- approved leave of absence without pay of more than **six** (6) weeks;
 - when absent due to illness for a period of one year after sick leave has been exhausted;
 - for a period of one **year** after lay-off due to a reduction in required nursing staff;
 - when in receipt of Workers' Compensation under

circumstances other than those mentioned in 10.3
(a).

- (c) Seniority shall be lost and employment terminated when a nurse is absent from work under the following circumstances:
- resignation;
 - discharge for just cause;
 - failure to report for duty as scheduled **and** does not report as sick or offer satisfactory explanation for the absence within five (5) days of her failure to report.

10.4 The Employer may permanently fill the position of a nurse who is in receipt of Workers' Compensation or on L.T.D. in excess of two (2) years. She shall have the right to return to the first vacancy in her classification if she is declared medically fit for **work** within a further one (1) year. If unable to resume employment within this period of time, employment will be deemed to be terminated.

10.5 (a) A nurse may submit a request in writing for a change of work assignment.

(b) Notices of both permanent and temporary full-time positions, regular part-time positions and of additions to the casual part-time availability list shall be posted for 7 working days. In the filling of permanent and temporary full-time positions, consideration will be given to part-time nurses.

(c) In cases where performance, ability and qualifications are approximately equal, seniority shall be the deciding factor when decisions are made with regard to promotion or filling of new or vacant positions in the bargaining unit.

10.6 Transferring Credits

Seniority shall be retained by a nurse when her status is altered from full-time to part-time and vice versa.

A full-time nurse whose status is altered to part-time will assume her same level of the part-time grid and vice versa. Tours worked since the last increment shall be included in the calculation.

ARTICLE 11 - SALARIES, PROFESSIONAL CLASSIFICATIONS AND PAYDAYS

11.1 Salaries and professional classifications are set **forth** in Appendix "**A**" and Appendix "**B**" and remain in effect for the duration of this Agreement.

11.2 **When a** new classification covered by this agreement is established, the employer shall determine a new **salary** scale for the classification and may proceed with the employment of a candidate, or candidates, but shall also notify the Association's Local 74 of the new occupational classification, salary scale and employment action.

In the event that the Association wishes to discuss a different rate, notification to that effect shall be given in writing to the employer within ten (10) days of the receipt of the employer's notification of the classification and employment action. Upon receipt of such notification the employer shall, within fifteen (15) days, arrange a meeting at a mutually acceptable time.

Any change in **the** rate of pay agreed at such meeting shall be retroactive to the date on which the rate was established by the employer.

In any event the salary rate for such new classification shall be included in the negotiation of subsequent collective agreements.

11.3 The Employer shall pay each nurse every second week by a system of direct banking to the bank selected by the nurse.

11.4 Canada Savings Bonds

Nurses who wish to do so may purchase Canada Savings Bonds through a payroll deduction plan.

ARTICLE 12 - HOLIDAYS

12.1 (a) The following shall be recognized as holidays to be paid for at regular salaries:

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

(b) If a holiday listed above is proclaimed on a day other

than the calendar day by the Federal or Provincial Government or by the City of Ottawa or the Regional Municipality of Ottawa-Carleton, the proclaimed day will be recognized as the holiday. In the event that a holiday listed above is proclaimed on different days by the Federal or Provincial Government or the City of Ottawa or the Regional Municipality of Ottawa-Carleton, only one day will be granted by the Employer. **Any** other day proclaimed as a holiday by the City of Ottawa or the Regional Municipality of Ottawa-Carleton shall be recognized as an additional holiday.

- 12.2 When a full-time nurse works on a holiday **as** defined in Clause 12.1, the nurse shall be entitled to time and one-half for the day worked and a day off with pay at a time mutually agreeable to the Employer and the nurse. Where no agreement is reached with respect to day(s) off to be taken within forty-five (45) days, the Employer may liquidate the credits at the end of the forty-five (45) days by means of compensation in cash to the nurse on the basis of one hour for each hour of credit at the salary rate applicable at the time when the holiday pay **was** earned.
- 12.3 If a holiday listed in Clause 12.1 falls within the period **when a** nurse **is** absent from duty on paid sick **leave** or on vacation such holiday shall not be charged against the sick leave credits **or** the vacation time of the nurse.
- 12.4 A nurse assigned to work Christmas or New Year's shall have four (4) consecutive days off at either Christmas or New Year's.
- 12.5 (a) A regular or casual part-time nurse who works on a holiday earns time and a half (1 1/2) her regular rate.
- (b) A regular part-time nurse **who** works on at least 12 days during the four weeks immediately preceding any holiday listed in 12.1 shall receive a day's pay for the statutory holiday.

ARTICLE 13 - VACATION

- 13.1 The Employer will endeavour to accommodate the wishes of nurses with respect to vacation dates subject to the consideration of service needs. Vacation shall not be accumulated from year to year except with the permission of the Executive Director.

For periods of Employment of Less than One Full Year

A nurse who has completed twelve (12) consecutive months' service inclusive of vacation time, will receive twenty (20) working days vacation with salary. A nurse who has been employed for **six (6)** months or more may take twenty (20) working days vacation with salary if work **permits**. A nurse who has not completed one year's service and resigns or whose employment is terminated will receive the vacation allowance due according to the Employment Standards **Act** of Ontario. If employment is terminated before completing twelve (12) months service inclusive of vacation, and if vacation has been received by the nurse over and above the vacation she would have been entitled to pursuant to the terms of the Employment Standards Act, there shall be deducted from the salary of the nurse or refunded to the Employer by the nurse, an amount equivalent to the pay for vacation received without entitlement.

For Periods of Employment of More than One and Less than Fifteen Years

A nurse will receive twenty (20) working days vacation with salary within each year. For partial years of employment, vacation shall be earned at the rate of 1.7 days for each full month of employment.

For Periods of Employment of More than Fifteen Years

A nurse will receive twenty-five (25) working days vacation with salary within each year. For partial years of employment vacation shall be earned at the rate of 2.1 days for each full month of employment.

For Periods of Employment of More than Twenty-Five Years

A nurse will receive thirty (30) working days vacation with salary within each year. For partial years of employment vacation shall be earned at the rate of 2.5 days for each full month of employment.

13.2

A nurse who after one full year of employment resigns, is terminated or transfers from the Ottawa-Carleton Branch to another branch of the Order shall receive vacation salary at her daily rate of pay for any unused vacation days. There shall be deducted from the salary of the nurse or refunded to the employer by the nurse, an amount equivalent to the pay for any vacation received without entitlement.

- 13.3 Part-time nurses shall receive vacation pay of eight **per cent (8%)** of earnings in each calendar year to be paid at the end of the calendar year or upon termination. Part-time nurses who have completed fifteen (15) years of employment shall receive vacation pay of ten per cent (10%) of earnings **in** each calendar year to be paid at the end of the calendar year or upon termination. Part-time nurses who have completed **twenty-five (25)** years of employment shall receive vacation pay of twelve percent (12%) of earnings in each calendar year to be paid at the end of the calendar year or upon termination. Each 1500 hours worked from the **first** day of January, 1975 shall be the equivalent of one full year of employment for determination of vacation credits.
- 13.4 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, 1500 hours of part-time service shall equal one (1) year of full-time service.

ARTICLE 14 - SICK LEAVE

- 14.1 Full-time nurses will accumulate sick leave on the basis of **one and one-half** (1 1/2) working days for each month of **service** up to a maximum of 180 days. **A nurse** who becomes entitled to payment under the Long Term Disability Plan shall have her entitlement to payment from the sick leave accumulation suspended while receiving payments under the Plan.
- 14.2 Sick leave will continue to accrue for all nurses on the basis set out in Article 14.1 during such time as the nurse may be absent on sick leave.
- 14.3 When a nurse transfers from another branch of the Victorian Order, the Employer will assume responsibility for any accumulated sick leave of such nurse up to a maximum of **180 days**.
- 14.4 A nurse shall be entitled to an annual statement of her sick leave credit. This statement shall be signed by the Executive Director and shall be given to the nurse on or before the end of **February** of **each** year of **her** employment.
- 14.5 **A nurse** may be required to submit a **physician's** certificate with respect to any period of time she may be absent from her duties on sick leave. If a **physician's** certificate is required the Employer shall pay any fee for such

certificate which is not payable by the nurse's health insurance plan.

14.6 Accrued sick Leave Credits

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 within three years of her transfer to part-time staff, without a break in service.

ARTICLE 15 - CARS

15.1 The use of cars owned by the Employer shall be at all times pursuant to the direction of the Employer and shall not be for the personal use of the nurse, and such cars may not be at any time removed from the area within which the Employer furnishes nursing service without the prior permission of the Employer.

15.2 The Employer shall maintain the car, and the nurse in whose charge the car may be from time to time shall report to the Employer any defect or unfitness of the car which may become known to her.

15.3 The cost of transportation of a nurse while on duty shall be paid by the Employer. A nurse may use her own car with the prior approval of the Executive Director, and in such case she shall be compensated for her expenses in the operation of such car on the basis of mileage to be paid from door-to-door. If a nurse in such circumstances uses her own car in her nursing duties such use of her car may be on a permanent basis including weekends, holidays and night calls.

15.4 Effective January, 1992 - Mileage Rates:

First 6,500 km.	33¢/km.
6,500 km - 12,900 km	27.5¢/km.
After 12,900 km	22.5¢

15.5 A nurse shall not normally be required to work in a walking district for a full day.

ARTICLE 16 - GRIEVANCE PROCEDURE

16.1 The Employer and the Association agree it is important to adjust complaints and grievances as quickly as possible. The nurse, the Association or the Employer may present a complaint at any time without recourse to the forma:

grievance procedure.

- 16.2 In computing the days for taking any action or giving any notice, Saturdays, Sundays or holidays as defined in Clause **12.1(a)** shall not be counted.
- 16.3 At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, **a** nurse is entitled to be represented by her nurse representative. In the case of suspension or discharge, the Employer shall notify **the** nurse of this right in advance.
- 16.4 A formal grievance shall be one having to do with the interpretation or alleged violation of this Agreement. All grievances shall be in writing and contain a statement of facts giving rise to the grievance, the redress sought, and indication of the article(s) of this Agreement on which the grievance is based. A formal grievance must be filed within 10 working days of the circumstances giving rise to the grievance. If the grievance is based on a charge that **a** nurse has been discharged unjustly the grievance must be filed within five (5) days.
- 16.5 The following shall be the procedure in handling and processing nurse grievances submitted by the nurse or the Association on her behalf:

Step #1

The individual nurse shall first discuss her complaint with the Association to determine its merit. **The** nurse and/or the Association will then submit the written complaint to the Supervisor who shall give her decision within five (5) working days of receipt of the grievance.

Step #2

If the grievance is not satisfactorily settled at Step #1, then the Grievance Committee may, within five (5) working days of the receipt of answer of the Supervisor, (or if no answer is received within five (5) working days after such answer ought to have been received) refer the grievance to the Assistant Executive Director who shall meet with the Grievance Committee within ten (10) working days of the referral. The Assistant Executive Director shall render his/her decision in writing within five (5) working days of such meeting. If the grievance is not settled at Step #2, the Association may refer the grievance to arbitration.

16.6 Any difference arising between Employer and the Association concerning interpretation, application, administration or alleged violation of this Collective Agreement may be submitted in writing by either party for consideration at a meeting of the Grievance Committee and the Representatives of the Employer.

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

NOTE: Any of the time allowances may be extended by mutual agreement between the parties.

16.7 Arbitration

Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, **after** exhausting the Grievance Procedure established by this Agreement, notify the other party within ten (10) working days in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall within five (5) working days inform the other party in writing of the name of its appointee to the Arbitration Board. The two appointees so selected shall within five (5) working days of the appointment of the second of them appoint a third person who shall be the chairman. If the recipient of the notice fails to appoint an arbitrator or if the two (2) appointees fail to agree upon a chairman within the time limits, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any nurse affected by it. The decision of the majority is the decision of the Arbitration Board, but if there is no majority the decision of the chairman governs.

16.8 The Arbitration Board shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any new provision in lieu thereof, or to give any decision contrary to the express intent or terms and conditions of this Agreement, or in any way modify, **add** to or detract from any provision of this Agreement. Each of

the parties to this Agreement will pay the fees and disbursements of **its** appointee to the Arbitration Board, and will share equally the fees and disbursements of the chairman.

- 16.9 In the event **a** nurse other than a probationary nurse is discharged and it is considered an injustice has been done, the matter may be taken **up** as **a** grievance at Step #2 of the Grievance Procedure.
- 16.10 Notwithstanding any other provisions of this Agreement, grievances may be settled by confirming the Employer's action or by any other arrangement which is just and equitable in the opinion of the parties or the Arbitration Board.
- 16.11 Wherever arbitration board is referred to in the Agreement, the parties may mutually agree in writing to substitute **a** single arbitrator for the arbitration board at the time of reference to arbitration and the other provisions referring to arbitration board shall appropriately apply.

ARTICLE 17 - LEAVES OF ABSENCE

17.1 Compassionate Leave

- (a) In the event of **a** death or critical illness in the immediate family of **a** nurse, she will be granted **up** to a maximum of three days' leave of absence with pay. It is understood that the nurse will not receive this compensation for absence on a day or days on which she would not otherwise have worked. In addition, two days for travelling without loss of pay shall be allowed at the discretion of the Executive Director.
- (b) For the purpose of Article 17.1 above, "immediate family" means: the nurse's mother, father, brother, sister, spouse, fiance, children, grandparents, grandchildren, son-in-law, daughter-in-law and the mother, father, brother and sister of the nurse's spouse.
- (c) Compassionate leave may be extended at the discretion of the Executive Director with or without pay,

17.2 Maternity/Parental Leave

Maternity/Parental Leave for **up** to one (1) year 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 maternity/parental leave shall be thirteen (13) weeks.
- b) The nurse shall give written notification at least two weeks in advance of the date of commencement of such leave, a certificate from a legally qualified medical practitioner and the expected date of return. 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 shall reconfirm her intention to return to work on the date originally approved in subsection (b) by written notification received by the Employer at least four (4) weeks in advance. 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 weeks shall be granted eighteen 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 may take this leave within thirty-five (35) weeks of the child being born or coming 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 rights and shall continue to participate in the pension plan and group benefits plan for up to thirty-five (35) weeks unless she elects in writing not to do so.

If the nurse extends her leave beyond thirty-five (35) weeks she becomes responsible for full payment of benefits.

- 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) Effective date of ratification on confirmation by the Unemployment Insurance Commission of the appropriateness of the Employer's Supplemental

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

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

17.3 (a) Leave of Absence for Association Business

Leave of absence without pay to attend Association business will be granted, taking into consideration service needs and such leave shall not be unreasonably withheld.

(b) Leave of Absence for Board Members of the Ontario Nurses' Association

A nurse who is elected to the Board of Directors of the Ontario Nurses' Association other than to the office of President shall be granted leave of absence without pay. There shall be no loss of seniority or credits for the purpose of salary advancement and vacation entitlement or other purposes during such leaves of absence. Leave of absence for Board members of the Ontario Nurses' Association will be separate from the Association leave provided in 17.3(a).

- (c) A nurse who is elected to the office of President of the Ontario Nurses' Association shall be granted upon request, leave(s) of absence up to two (2) years. The nurse agrees to notify the Employer of her intention to return to work within two weeks following termination of office.
- (d) Leave of absence without pay to attend to Association business will be granted when required, provided fifteen (15) working days' notice has been given to the Employer.

The Employer should keep pay whole and be reimbursed by the Association for nurses who are on Association leave of absence for a period of up to 30 (thirty) days' duration. For leaves of absence in excess of 30 (thirty) days' duration, the Employer shall continue to keep pay whole and will be reimbursed by the Association for the salary of the nurse and the full amount of the cost of benefits payable on behalf of the nurse.

- 17.4 Medical and Dental Appointments - Time granted for medical and dental appointments of one day or more will be considered as sick leave. Time off for a shorter period may be granted at the discretion of the Executive Director.
- 17.5 Leave of Absence - Leave of absence without pay may be granted at the discretion of the Employer for education or personal reasons. Except in unusual circumstances a leave of absence other than for educational reasons will not be granted until one year's continuous service has been completed.
- 17.6 All leaves of absence without pay of more than six (6) weeks shall be without accumulation of seniority, vacation, sick leave. The Employer shall continue employee benefits if requested by the nurse. The nurse shall arrange to prepay the full premiums to the Employer for the period beyond six (6) weeks.
- 17.7 A nurse subpoenaed as a witness or called as a juror will continue to receive her regular pay notwithstanding the fact that she may be absent from her duties whilst attending a Court as a witness or a juror. If a nurse shall receive a witness fee or shall be paid as a juror for her attendance at Court on a day when according to her regular schedule she would otherwise have been on duty, she shall refund to the Employer the amount received by her as a witness or juror after deducting any expenses which she

may have incurred in attending **as a** witness or juror. If **a nurse** shall be called as a witness or juror, but is not required to attend for the whole of the day she shall return to her nursing duties as quickly **as** possible **upon** being released from jury or witness duty **for** the day.

17.8 political Leave

Nurses elected or appointed to Federal, Provincial, or Municipal office shall be granted as much leave as necessary during the term of such office.

17.9 Prepaid Leave Plan

Effective date of ratification, the Employer agrees to introduce **a** pre-paid 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.

Similar options are possible for one (1) year over two **(2)**, two **(2)** years over three **(3)** and three **(3)** years over four **(4)**.

- b) The nurse must make written application to the Executive Director at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of leave.
- c) The number of nurses that may be absent at any one time shall be 5 full-time and five part-time. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the nurse, the local Association and the Employer.
- d) 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.
- 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. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The nurse shall become responsible for the full payment of premiums for any health and welfare benefits in which she is participating, Contributions to her Pension Plan will be in accordance with the Plan. The nurses will not be eligible to participate in the disability income plan during the year of the leave.

Note:

Last 3 sentences do not cover Part-time nurses.

- i) **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, Deferred salary, plus accrued interest, **if** any, will be returned to the nurse, within a reasonable period of time.
- j) 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.
- k) 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.

- 1) The nurse will be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.
- m) Final approval for entry into the pre-paid leave program will be subject to the nurse entering into **a** formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the nurse's pay. Such agreement will include:
 - i) A statement that the nurse is entering the pre-paid leave program in accordance with Article 17.9 of the Collective Agreement.
 - ii) The period of salary deferral and the period for which the leave is requested.
 - iii) The manner in which the deferred salary is to be held.

The Setter 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 18 - PROFESSIONAL DEVELOPMENT AND EDUCATION PROGRAM

- 18.1 In its aim to provide highest quality visiting nursing care the Employer recognizes the need for programs to assist the nurses' professional growth. These shall include:
- (a) An orientation program;
 - (b) A staff in-service educational program;
 - (c) A supervisory program which includes a written evaluation and periodic conferences;
 - (d) Approval for attendance at Professional Nursing Association meetings, short term workshops or institutes relevant to the nurse's work shall not be unreasonably withheld.

18.2 Employee Performance Review and Employee Files

- (a) Written evaluations shall be carried out and discussed with each nurse at the end of her probationary period and after each twelve (12) months of employment thereafter. Each nurse shall see and, on request of the nurse, shall receive a signed copy of every evaluation.
- (b) Upon reasonable notice a nurse may review her personal (or any other) file in the presence of her supervisor or designate, and be provided with a copy of any document requested. She may be accompanied by her nurse representative or executive member.
- (c) When, as a result of a formal review of an employee's performance, the performance of an employee is judged to have been unsatisfactory, the employee concerned shall be given an opportunity to sign the review form in question, to indicate that its contents have been read and explained.
- (d) The Employer agrees not to introduce as evidence in a hearing related to disciplinary action any document from the file of an employee, the existence of which the employee was not aware at the time of filing or within a reasonable period thereafter.

ARTICLE 19 - BENEFIT PLANS

19.1 Pensions - A pension plan is maintained at a national level for employees.

19.2 Hospitalization

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

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

19.3 Workers' Compensation

- (a) The Employer shall provide coverage for nurses under the Workers' Compensation Act.
- (b) If a nurse is entitled to sick leave and elects to take Workers' Compensation benefits, she may in her

discretion continue to draw her full salary, and the Workers' Compensation benefits shall be paid to the Employer and the Employer in such cases shall charge against her accumulated sick leave benefits an amount equal to the difference between Workers' Compensation benefits and the nurse's salary until her sick leave credit is exhausted.

19.4 Extended Health Care

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

19.5 Long Term Disability Plan

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

19.6 Life Insurance

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

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

19.8 The Employer shall continue to pay, for a period of up to two (2) years, its portion of the premium for benefit plans under 19.2, 19.3, 19.4, 19.5, 19.6 and 19.7 for eligible nurses who are on paid leave of absence or Workers' Compensation. Nurses who are on layoff may continue to participate in benefit plans, at their request, provided they make arrangements for payment of the full premium cost and provided that the layoff does not exceed one (1) year.

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

ARTICLE 20 - MISCELLANEOUS

- 20.1 Health Examination - The Employer may require the nurse to supply satisfactory evidence of her medical fitness to carry out her normal duties.
- 20.2 Termination of Service
- a) A full-time nurse shall give at least one month's written notice when desiring to resign. The regular vacation period is not considered in the time required for notice.
 - b) A full-time nurse who has been employed for three months or more shall be given notice of termination of employment in accordance with the following:
 - (i) four weeks notice in writing, or pay in lieu thereof, if her period of employment is less than ten years:
 - (ii) eight weeks notice in writing, or pay in lieu thereof, if her period of employment is ten years or more.
 - c) A nurse may be discharged for just cause without notice or pay in lieu thereof, notwithstanding the foregoing,
- 20.3 Registration - Nurses are required to present to the Employer on initial appointment and by December 31 of each year thereafter evidence of current registration with the College of Nurses of Ontario or proof of payment thereof.
- 20.4 Wherever the feminine pronoun is used in this Agreement, it includes the masculine pronoun when context requires.
- 20.5 A copy of this Collective Agreement shall be issued by the Employer to each nurse in the employ of the Employer and to each nurse employed during the term of this Agreement, and thereafter. The cost of preparing such copies shall be borne equally by the Employer and the Association.
- 20.6 Prior to effecting any changes in rules or policies which affect nurses covered by this Agreement, the Employer will discuss the changes with the Association at a Nurse/Management Meeting and provide copies to the Association.

ARTICLE 21 - UNIFORM ALLOWANCE (Effective January 8, 1992)

- 21.1 a) Payments up to **the** maximum amounts specified in Article 21.1 (b), (c), (f), and (g) shall be made by the Employer on behalf of the nurses for the purchase and maintenance of uniforms. Payments shall accompany purchase orders to be completed by the nurse and shall be forwarded by the Employer giving the Branch Office address **for** delivery of the uniforms ordered.
- b) On initial appointment to the Order, the Employer shall pay, on behalf of **a** full-time nurse, an amount up to two hundred and forty-eight dollars and eighty-nine cents (**\$248.89**) for the purchase of the full-time nurse's uniform.
- c) The Employer shall pay, on behalf of a full-time **nurse** a maintenance uniform allowance up to one hundred and twenty-four dollars and forty-five cents (\$124.45) per annum. A full-time nurse may carry any unexpended portion of the said sum of one hundred and twenty-four dollars and forty-five cents (**\$124.45**) into the following year provided that in no year shall a full-time nurse be entitled to a maintenance uniform allowance in excess of two **hundred** and **forty-eight** dollars and **eighty-nine** cents (**\$248.89**).
- d) Save for a full-time nurse who leaves at or before the end of her probationary period and who turns in her uniform to the employer a full-time nurse who resigns before completing twelve months service, shall be required to refund an amount of the initial uniform allowance in proportion to the number of months not served.
- e) On initial appointment to the Order, the Employer shall pay, on behalf of a part-time nurse, an amount up to one hundred and nine dollars and **ninety-eight** cents (\$109.98) for the purchase of the nurse's uniform, but the part-time nurse shall not be required to purchase a nurse's coat.
- f) At the expiration of 100 days of service, or at the expiration of one year whichever shall be the last period in time, **the** Employer shall **pay**, on behalf of a part-time nurse a maintenance uniform allowance up to one hundred and nine dollars and **ninety-eight** cents (\$109.98) for each successive one year or 100 days of service. A part-time nurse may carry any unexpended portion of the said sum of one hundred and nine



dollars and ninety-eight cents (\$109.98) into a following **year** or 100 days of **service**, provided that in no such period shall a part-time nurse be entitled to a maintenance uniform allowance in excess of one hundred and seventy-five dollars and ninety-six cents (\$175.96).

- g) A nurse who resigns or transfers prior to completion of each full year or 1500 hours shall refund the Order a proportionate amount of this allowance.

ARTICLE 22 - DURATION OF AGREEMENT

- 22.1 This Agreement shall be for a period of one (1) year commencing on the first day of April, 1991 and ending on the 31st day of March, 1992.
- 22.2 This Agreement shall remain in force for the period mentioned above and shall be automatically renewed from year to year thereafter, unless either party notifies the other party in writing of its termination or proposed revision, addition or deletion of any of its provisions. Such notification will be made not more than ninety (90) days and not less than fifteen (15) days prior to the termination date of this Agreement.

ARTICLE 23 - RETROACTIVITY

- 23.1 Retroactivity pay shall be paid within 90 days or within a time limit mutually agreed including those nurses who have left the employ of the Employer since April 1, 1991.

Dated at Ottawa, Ont., this 14th day of February, 1992.

SIGNED ON BEHALF OF THE
VICTORIAN ORDER OF NURSES,
OTTAWA-CARLETON BRANCH

Robyn Lee Watson
Sandra Stewart
Lynda

SIGNED ON BEHALF OF
ONTARIO NURSES' ASSOCIATION

Karen Keedee
Merry Wilster
Rae Anne Sims
Debbie Fealey

APPENDIX "A"

FULL-TIME NURSES SALARY SCHEDULE

<u>Classification</u>	<u>BSCN</u>	<u>RN</u>	<u>Graduate</u>
<u>Effective April 1, 1991</u>			
Starting Salary	34100.00	33000.00	31,851.00
After 1 Year	35100.00	34000.00	32,759.00
After 2 Years	36100.00	35000.00	33,600.00
After 3 Years	37100.00	36000.00	
After 4 Years	38100.00	37000.00	
After 5 Years	39100.00	38000.00	
After 6 Years	40600.00	39500.00	
After 7 Years	41170.00	40070.00	
After 8 Years	41840.00	40740.00	
<u>Effective April 1, 1992</u>			
After 9 Years	42509.00	41409.00	
<u>Effective Jan. 1, 1992</u>			
Starting Salary	34100.00	33000.00	31,851.00
After 1 Year	35100.00	34000.00	32,759.00
After 2 Years	36600.00	35500.00	34,080.00
After 3 Years	38100.00	37000.00	
After 4 Years	39100.00	38000.00	
After 5 Years	40100.00	39000.00	
After 6 Years	41600.00	40500.00	
After 7 Years	42600.00	41500.00	
After 8 Years	44100.00	43000.00	
<u>Effective April 1, 1992</u>			
After 9 Years	46100.00	45000.00	

* Nurses with the **required** level of service **credit** for purposes of advancement on the salary schedule shall be placed at the "After 9 years" level on the salary schedule effective April 1, 1992.

NOTES

1. For nurses having one or more years of previous nursing experience, such experience will be recognized on the following basis, providing that the nurse has not been out of the field of nursing for more than three years:

- Full-time nurses will receive one increment for each year of previous experience in VON nursing or other related visiting nursing to the maximum outlined in the appropriate **salary** schedule which **forms** part of this agreement.
 - Full-time nurses will receive one increment for **each** two (2) years of other previous nursing experience up to the fourth step on the appropriate **salary** schedule.
 - Increments for previous experience will apply, provided that each period of service is not less than six months.
 - Subject to the above, the anniversary date for increments of salary adjustment shall be established to allow credit for previous experience to the nearest month.
2. The annual increments will become effective on the first day of the pay period closest to her anniversary date,
3. Responsibility Allowance
- The team leader on the evening or night shift shall be paid a responsibility allowance of 40¢ per hour in addition to salary, shift premiums and other applicable benefits.

APPENDIX "B"

REGULAR AND CASUAL PART-TIME NURSES SALARY SCHEDULE:

Formula for calculation:

$$\frac{\text{applicable full-time rate}}{260} + 12\% = \text{Daily rate}$$

<u>classification</u>	<u>BSCN</u>	<u>RN</u>	<u>Graduate</u>
<u>Effective April 1, 1991</u>			
Start	146.89	142.15	137.20
After 1500 Hrs.	151.20	146.46	141.12
After 3000 Hrs.	155.51	150.77	144.74
After 4500 Hrs.	159.82	155.08	
After 6000 Hrs.	164.12	159.38	
After 7500 Hrs.	168.43	163.69	
After 9000 Hrs.	174.89	170.15	
After 10500 Hrs.	177.35	172.61	
After 12000 Hrs.	180.23	175.50	
<u>Effective April 1, *1992</u>			
After 13500 Hrs.	183.12	178.38	
<u>Effective Jan. 1, 1992</u>			
Start	146.89	142.15	137.20
After 1500 Hrs.	151.20	146.46	141.12
After 3000 Hrs.	157.66	152.92	146.81
After 4500 Hrs.	164.12	159.38	
After 6000 Hrs.	168.43	163.69	
After 7500 Hrs.	172.74	168.00	
After 9000 Hrs.	179.20	174.46	
After 10500 Hrs.	183.51	178.77	
After 12000 Hrs.	189.97	185.23	
<u>Effective April 1, *1992</u>			
After 13500 Hrs.	198.58	193.85	

* Nurses with the required level of service credit for purposes of advancement on the salary schedule shall be placed at the "After 13500 Hrs." level on the salary schedule effective April 1, 1992.

The daily rate includes a percentage differential in lieu of sick leave allowance, medical dental and pension benefits. Such amount shall not be calculated in the base for the purpose of calculating any premiums nor shall it be paid on overtime or premium hours worked.

NOTES

For nurses having one or more years **of** previous nursing experience, such experience will be recognized on the following **basis**, providing that the nurse has not been out of the field of nursing **for** more than three years.

1. Part-time nurses will receive one increment **for** each year of previous experience in VON nursing or other related visiting nursing up to the fourth step.
2. Part-time nurses will receive one increment for each two (2) years of other previous nursing experience up to the fourth step.
3. Increments for previous experience will apply, provided that each period of service is **not** less than **six** months or **750 hours**,
4. **Subject** to the above, the anniversary date for increments of salary adjustment shall be established to allow credit for previous experience to the nearest month.
5. Increments will become effective on the first day of work following the completion of 1500 hours work.
6. Responsibility Allowance

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