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**COLLECTIVE AGREEMENT**  
**BETWEEN**  
**VICTORIAN ORDER OF NURSES**  
**METROPOLITAN TORONTO BRANCH**  
**- AND -**  
**ONTARIO NURSES' ASSOCIATION**

**EXPIRY: APRIL 1, 1992**

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ARTICLE 1 - PURPOSE

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

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Association as the bargaining agent for all registered and graduate nurses engaged in a nursing capacity by Victorian Order of Nurses, Metropolitan Toronto Branch in Metropolitan Toronto, Ontario save and except Supervisors and persons above this classification.

ARTICLE 3 - MANAGEMENT FUNCTIONS

- 3.01 The Employer retains the rights of Management save insofar as they are modified by this Agreement. Without limiting the generality of the foregoing, the Employer retains the sole right to:
- (a) Direct the nurses, assign work, hire, discharge, classify, promote, demote, transfer, lay-off, suspend and otherwise discipline a nurse for cause. A claim that a nurse has been improperly classified or has been demoted, discharged suspended or otherwise disciplined, without just cause, may be the subject of a grievance.
  - (b) Determine the methods, schedules, procedures, programs, locations, equipment, means of transportation while on duty, areas in which the nurses work, **numbers** of nurses and staff requirements.
- 3.02 The above rights shall not be exercised in a manner inconsistent with the provisions of the Collective Agreement.

ARTICLE 4 - DEFINITIONS

- 4.01 The following definitions shall be applied to this Agreement:
- (a) A "**full-time**" nurse is one who is employed on a permanent basis and who is scheduled to work the standard hours per week as specified in this Collective Agreement.
  - (b) A "permanent part-time" nurse is one who is employed to work for less than the standard hours per week as specified in this Collective Agreement on a predetermined basis. These include nurses employed to work 4/5, 3/5, 2/5 of a bi-weekly work schedule.
  - (c) A "relief part-time" or "**casual**" nurse shall mean a nurse who is employed on a relief basis as and when required by VON.

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 practiced by any of their representatives with respect to any nurse because of her membership or non-membership in the Association or activity or lack of activity on behalf of the Association or by reason of exercising her rights under the Collective Agreement.
- 5.02 The Association agrees that there will be no Association activity, 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 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, marital status, age, religious affiliation, sexual orientation.

ARTICLE 6 - NO STRIKE, NO LOCKOUT

- 6.01 The Association agrees that there shall be no strike and the Employer agrees that there shall be no lockouts so long as this agreement continues to operate. The terms "**strike**" and "**lockout**" shall bear the meaning given them in the Ontario Labour Relations Act.

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 the Association.
- 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 amount of the regular monthly dues shall be those authorized by the Association and the Provincial Secretary-Treasurer of the Association shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deduction specified.
- 7.04 In consideration of the deducting and forwarding of Association dues by the Employer, the Association agrees to indemnify and save harmless the Employer against any claims for liabilities arising or resulting from the operation of this Article.
- 7.05 The amounts deducted under this Article shall be remitted monthly to the Provincial Secretary-Treasurer. In remitting such dues, the Employer shall provide a list of nurses from whom deductions were made, including their social insurance numbers.
- 7.06 The Employer agrees that an officer of the Association or a nurse representative shall be allowed a reasonable period not to exceed fifteen minutes during regular working hours to interview newly employed nurses during their probationary period. During such interview, membership forms may be provided to the nurse. These interviews shall be scheduled in advance by the Employer and may be arranged collectively or individually.
- 7.07 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 within six **(6)** weeks of the signing of the Collective Agreement. The cost of preparing such copies shall be borne equally by **the** Employer and the Association.

ARTICLE 8 - ASSOCIATION REPRESENTATION

- 8.01 The Employer will recognize an Association-Management Committee consisting of three (3) staff nurses and the President, one from each district, appointed by the Association and four (4) Employer representatives. The purpose of this Committee shall be to discuss matters of mutual concern relating to VON nursing. Meetings shall be held at the request of either party. A written agenda will be submitted by the party requesting the meeting and will list matters which are to be discussed. The agenda will be submitted to the other party at least one (1) week in advance.
- 8.02 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.
- 8.03 The Employer will recognize a Grievance Committee of three (3) Association members whose function will be to dispose of any grievance brought before it under Article 9 of this Agreement.
- 8.04 The Employer will recognize on its Occupational Health and Safety Committee three (3) nurse representatives appointed by the Association.
- 8.05 The Employer will pay members of committees at their respective salaries for all scheduled working hours spent by nurses at meetings with the employer up to but not including conciliation.
- 8.06 The Association shall keep the Employer notified in writing of the names of the nurse representatives, Committee members and officers of the Local Association appointed or elected under this Article as well as the effective date of their respective appointments.
- 8.07 All references to nurse representatives, Committee members and Officers in this Agreement shall be deemed to mean nurse representatives, Committee members or Officers of the Local Association employed by the Employer.

ARTICLE 9 - GRIEVANCE PROCEDURE

The Employer and the Association agree it is important to **adjust** complaints and grievances as quickly as possible. It is understood that a nurse has no grievance

until she has first discussed her complaint with the Nursing Supervisor without the matter being resolved.

In computing the days for taking any action or giving any notice, Saturdays, Sundays or holidays shall not be counted.

9.01 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 ten (10) days of the circumstances giving rise to the grievance.

9.02 The following shall be the procedure in handling and processing nurse grievances submitted by the nurse.

Step #1

The nurse may submit the grievance in writing to the Area Manager who shall give her decision within five (5) days of receipt of the grievance.

Step #2

Within five (5) days following the decision under Step #1, the nurse may submit the written grievance to the Senior Area Manager who will deliver her decision within five (5) days from the date the grievance was submitted to her.

Step #3

Within five (5) days following the decision in Step #2 the nurse may submit the written grievance to the Executive Director or her designate. A meeting will be held between the management and the grievance committee within ten (10) days of the referral. It is agreed that a staff representative of the Ontario Nurses Association may be present at the meeting and that the employer may have such counsel and assistance as it may desire at the meeting. The management decision will be delivered within five (5) days of the meeting.

9.03 In the event a nurse other than a probationary nurse is discharged and it is considered an injustice has been done, the matter may be taken up as a grievance at Step #3 of the Grievance Procedure no later than five (5) days of discharge.

9.04 A grievance arising directly between the employer and the Association concerning the interpretation, application, administration or alleged violation of this agreement shall be originated in writing at Step #3 within ten (10) days following the circumstances giving rise to the grievance. It is expressly understood however, that the provisions of this article may not be used with respect to a grievance directly affecting a nurse or nurses which such nurse(s) could have themselves instituted and the regular grievance procedure shall not be thereby bypassed.

Note: Any of the time allowances may be extended by mutual agreement between the parties in writing.

9.05 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 (2) 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 chair. If the recipient of the notice fails to appoint an arbitrator or if the two (2) appointees fail to agree upon a chair within the time limit, 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 chair governs.

9.06 The Arbitration Board shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any new provisions 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 chair.

9.07 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.

9.08 Wherever "Arbitration Board" is referred to in this agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall apply accordingly.

#### ARTICLE 10 - SENIORITY

10.01 A newly employed full-time nurse shall be considered a probationary nurse until she has completed four (4) months of continuous employment. A regular part-time or relief part-time nurse shall be considered a probationary nurse until she has completed six hundred (600) hours of service. With the written consent of the nurse, President of the Local Association and the Branch Executive Director or designate, the probationary period may be extended for a further three (3) months for a full-time nurse, and a further two hundred and twenty-five (225) nursing hours for a part-time nurse. If accepted for permanent employment, her seniority shall commence from the date of her employment. A probationary nurse may be discharged for any reason not contrary to law and there shall be no recourse to the grievance procedure.

10.02 A seniority list shall be maintained for all nurses covered by this Agreement **who** have completed their probationary period. A copy of the Seniority List shall be filed with the President of the Local Association, or her designate, and posted in April and October of each year. There shall be separate seniority lists for full-time and part-time nurses. Full-time seniority will be accrued from date of hire subject to Article 10.03. Part-time seniority will be based on the number of hours worked.

10.03 A nurse's full seniority shall be retained by the nurse in the event that she is transferred from full-time to part-time or in the event she is transferred from casual

to regular part-time or vice-versa. A nurse whose status is changed from full-time to part-time shall receive credit for her full seniority on the **basis** of 1500 hours worked for each year of full-time seniority. A nurse whose status is changed from part-time to full-time shall receive credit for her full seniority on the basis of one year of seniority for each 1500 hours worked. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.

- 10.04
- (a) Seniority shall be retained and accumulated when a nurse is absent from work under the following circumstances:
    - i) on an approved leave of absence with pay;
    - ii) on an approved leave of absence without pay of thirty (30) continuous calendar days or less;
    - iii) when in receipt of paid sick leave;
    - iv) when in receipt of Workers' Compensation for any injury sustained while in the employ of the Victorian Order of Nurses, Metropolitan Toronto Branch.
  - (b) Seniority shall be retained but not accumulated when a nurse is absent from work under the following circumstances:
    - i) approved leave of absence without pay of more than thirty (30) continuous calendar days;
    - ii) when absent due to illness for a period of one (1) year after her sick leave credits have been exhausted;
    - iii) for a period of one (1) year after lay-off due to reduction of required nursing staff;
    - iv) when in receipt of Worker's Compensation under circumstances other than those mentioned in 10.04 (a) (iv).
  - (c) Seniority shall be lost and the nurse's employment terminated when she is absent from work under the following circumstances:
    - i) resignation;

- ii) discharged for just cause and such discharge is not reversed through the Grievance or Arbitration procedures;
- iii) failure to report for duty as scheduled and does not report as sick or offer satisfactory explanation for the absence within three (3) days of her failure to report.

- 10.05
- (a) Where a permanent vacancy or new position occurs in a classification in the bargaining unit, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Nurses may make a written application for the vacancy during the posted period. The name of the successful applicant shall be posted and a copy of the posting shall be provided to the local Association.
  - (b) When the Employer realigns existing geographic boundaries, nurses whose case loads are affected by the realignment shall request assignment to their existing area with the new boundaries or a transfer to the different area with the new boundaries. In the event of conflict seniority shall prevail.
  - (c) Nurses shall be selected for positions under 10.05(a) on the basis of skill, ability, experience and qualifications. Where these factors are equal amongst the nurses concerned, seniority shall govern.
  - (d) **If** realignment of core staffing within an area is required, transfer out of an area will be done by area seniority.

- 10.06
- (a) In the event that a reduction in the nursing force is required, the Employer agrees that the most junior nurse will be laid off first provided that nurses who remain are willing and qualified to do the work available. When recalling nurses after layoff, those last to be laid off will be first to be recalled provided that in each case the nurse is willing and qualified to do the work available.

A reduction in the scheduled shifts for a permanent part-time nurse shall only be done through layoff.

- (b) The Employer will not hire any new employee to fill a vacancy where there is an employee on layoff **who** is willing and qualified to fulfil the normal requirements of the job. This will apply regardless

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of whether the employee was full-time or part-time at the time of layoff.

- (c) In the event of a proposed layoff at the VON of a permanent or long-term nature, the VON will meet with the local Association to review the reasons causing the layoff.

ARTICLE 11 - LEAVES OF ABSENCE

11.01 Written requests for a personal leave of absence without pay will be considered on an individual basis by the Executive Director or her designate. Such requests are to be submitted as far in advance as possible and a written reply will be given within fourteen days, except in cases of emergency, in which case a reply will be given as soon as possible. Such leave shall not be unreasonably withheld.

11.02 Leave For Association Business

The Employer agrees to grant leave of absence, without pay to nurses selected by the Association to attend Association business including conferences, conventions and Provincial Committee meetings. The Association agrees to provide as much notice as possible of a request for such leave. Such leave shall be granted taking into consideration service needs, and shall not exceed sixty-five (65) cumulative days per year. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer in the amount of the daily rate of the nurse. The Employer will bill the Local Association within a reasonable period of time.

11.03 Leave, ONA Provincial Board of Directors

A nurse who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of provincial President, shall be granted leave of absence without pay. Leave of absence under this provision shall be in addition to the Association Leave provided in Article 11.02 above. During such leave, the nurse's salary and applicable benefits shall be maintained by the Employer and the provincial Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

11.04 Leave, ONA Provincial President

Upon application in writing by the Association on behalf of the nurse "elected to the office of Provincial

President of the Ontario Nurses' Association, the Employer shall grant such nurse a leave of absence without pay for a period of up to two consecutive years. 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. It is understood, however, that during such leave the nurse shall be deemed to be an employee of the Ontario Nurses' Association. The nurse agrees to notify the Employer of her intention to return to work at least two weeks prior to the date of return.

11.05 Bereavement Leave

A nurse who notifies the Employer as soon as possible following a death in the nurse's immediate family, shall be granted up to three (3) consecutive days off work without loss of her regular pay for her regularly scheduled hours up to and including the day of the funeral of a member of her immediate family. An additional two days for travelling, if required to attend the funeral, shall be granted. "Immediate family" shall mean grandparent, parent, spouse, brother-in-law, sister-in-law, sibling, child, child's spouse, spouse's parent, and grandchild. Spouse for the purposes of bereavement leave will include partners of the same sex.

11.06 Jury and 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 at the agency, the nurse shall not lose her regular pay because of such attendance provided that the nurse:

- (a) notifies the Employer immediately on the nurse's notification that she will be required to attend court;
- (b) presents proof of service requiring the nurse's attendance;
- (c) deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt where available.

11.07 Parental/Pregnancy Leave

- (a) Parental/pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act (ESA) as amended from time to time and as follows:
- i. The service requirement for eligibility for parental/pregnancy leave shall be thirteen (13) weeks.
  - ii. The nurse shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return. This notice shall be waived in the event of pregnancy complications, premature birth or the sudden coming into care of an adopted child.
  - iii. The nurse has the right to extend the parental/pregnancy leave to twelve (12) months in total. Written notice by the nurse to extend the leave will be given at least four (4) weeks prior to the termination of the initially approved leave. This notice requirement will be shortened in circumstances where medical complications occur in the four (4) weeks prior to the termination of the initially approved leave.
  - iv. Parental leave to a maximum of eighteen (18) weeks may begin no more than thirty-five (35) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time. Natural mothers must take the parental leave at the end of the pregnancy leave, unless the child has not come into the custody care and control of the mother for the first time.
  - v. A nurse shall be allowed to commence her pregnancy leave at anytime up to seventeen (17) weeks before the expected date of delivery.
  - vi. During a pregnancy and parental leave a nurse shall continue to accumulate seniority rights and, if she so desires participate in the following benefits: Pension, Life Insurance, Accidental Death, EHC and Dental. Where a nurse wishes to participate in the benefits,

the Employer shall continue to pay the Employer's share of the premiums.

- vii. 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 who intends to treat the child **as** his or her own.
- (b) Nurses newly hired to replace nurses who are on approved pregnancy or parental leave may be released and such release shall not be subject to a grievance or arbitration. If retained by the Employer, the nurse shall be credited with seniority from date of hire subject to successfully completing her probationary period. Nurses newly hired for such temporary vacancies shall be classed as Casual Part-time for seniority and benefit purposes.

A permanent part-time or casual part-time nurse who replaces a full-time nurse on pregnancy or parental leave shall retain her part-time status.

The Employer will outline to nurses hired to fill such temporary vacancies the circumstances giving rise to the vacancy and the special conditions relating to such employment.

11.08 (a) Orientation and Inservice

It is agreed that orientation and inservice programmes will be provided to all nurses;

- (b) Leave of absence without pay for the purposes of education directly related to health care may be granted on written application by the nurse to the Executive Director. Upon successful completion of such courses the nurse shall have her tuition reimbursed by VON.
- (c) Inservice programs shall include programs to update nurses as to changes in procedures and practices. Inservice programs shall be scheduled in a manner which will allow nurses to attend during working hours. Nurses required to attend such programs outside their scheduled working hours shall be paid at their appropriate rate of pay for hours in attendance.

11.09 A nurse elected to the College of Nurses will suffer no loss of pay for time spent in attendance at regularly

scheduled meetings of the College of Nurses, where the nurse would otherwise be working for VON.

11.10 Pre-paid Leave Plan

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.
- (b) The nurse must make written application to the Executive Director at least six **(6)** months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of the leave.
- (c) Five (5) nurses may be absent at any one 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.
- (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 required 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 annual earnings will be deducted and held for the nurse and will not be accessible to her until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is **held** shall be at the discretion of the VON.
- (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 VON and the nurse.



- (h) The nurse shall become responsible for the full payment of premiums for any Health and Welfare benefits in which she is participating. Contributions to the pension plan will be in accordance with the Plan. The nurse will not be eligible to participate in the Disability Income Plan during the period of absence.
- (i) A nurse may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given 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 VON 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 nurse will be reinstated to her former district.
- (1) 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:
  - (a) A statement that the nurse is entering the pre-paid leave program in accordance with Article 11.11 of the Collective Agreement.
  - (b) The period of salary deferral and the period for which the leave is requested.

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

#### ARTICLE 12 - HOURS OF WORK AND SCHEDULING

- 12.01** The regular hours of work for all full-time nurses shall be 75 hours per two week period. The normal work day for full-time, permanent part-time and casual nurses shall be 7-1/2 hours, exclusive of a one hour unpaid meal period. In each half day, the VON shall allow a fifteen minute paid rest period.

- 12.02 The scheduling of nurses for weekend duty shall be on a rotational basis. Subject to changes in staff levels and patient load, VON will continue its present scheduling of no more than one weekend in four.
- 12.03 (a) The work schedule (including weekend and night call duty) shall be posted one month in advance. Any request for a change in the posted schedule must be submitted in writing. Any request for a change in the posted schedule must be signed by the nurses involved and approved by the area Manager.
- (b) VON shall not schedule nurses to work split shifts.
- (c) Any changes to the posted schedule by the Employer will only be done in cases of emergency when a qualified employee is not available for work and any changes will be communicated to the nurse personally by the area Manager or area Co-ordinator.
- 12.04 Time in the office will be two (2) hours weekly for all nurses who carry a full caseload. Up to one half ( $\frac{1}{2}$ ) hour of travel time will be allotted for office entry.
- 12.05 Nurses employed in the VAC program may, subject to the approval of the Employer and VAC, work flexible hours within the bi-weekly limit of 75 hours. Overtime premium shall not apply for regular daily hours worked in the VAC program for nurses working flexible hours.

#### ARTICLE 13 - PREMIUM PAY

- 13.01 All time worked in excess of a ten (10) day seventy-five (75) hour fortnight over a two (2) week period on average or seven and one-half (7-1/2) hours a day shall be considered as overtime subject to the following conditions:
- i) the nurse is authorized by her Supervisor to work overtime
- ii) the nurse who works overtime, for work assigned to the nurse by the Employer after she has worked a seven and one-half (7-1/2) hour day, shall receive compensating time off of time and one-half (1-1/2) or payment at the rate of time and one-half (1-1/2), if the nurse so requests in advance. Time up to and including fifteen (15) minutes shall not be counted.

iii) all casual part-time nurses who are assigned work in excess of seven and one-half (7-1/2) hours a day shall receive overtime compensation in accordance with the above conditions. Such compensation will be in the form of payment only.

13.02 Where a nurse has worked and accumulated approved overtime hours, she shall have such time accumulated in the Compensating Time Bank at the overtime rate, i.e. at one and one-half times. A nurse shall be able to take time off according to the amount of accumulated time standing to her credit in the Compensating Time Bank at such times as are mutually agreed between the nurse and her immediate supervisor. Any time in the Bank that is not taken in each quarter of the VON fiscal year shall be paid out at the appropriate rate. There shall be no carry over of compensating time from fiscal year to fiscal year. Nurses will receive a statement indicating their compensating time every month that shall be made available by the thirtieth (30th) of the month following.

- 13.03 (a) A nurse who reports to work as scheduled, unless otherwise notified by VON, shall receive a minimum of four (4) hours' pay at her regular straight time hourly rate. If her regular duties are not available such nurse shall be required to perform any nursing duties assigned by VON.
- (b) Where less than sixteen (16) hours' notice is given to a nurse that she is cancelled, the Employer will pay such nurse four (4) hours' pay at her regular straight time hourly rate.

13.04 Standby and Call Back

- (a) Where a nurse is assigned to be available if needed, on a weekend or a holiday, **she** shall receive a payment of twelve dollars (\$12.00) for each assignment within a twenty-four (24) hour **period**. If the nurse is actually required to work in the above circumstances she shall receive time and one-half (1-1/2) her regular straight time hourly rate for all hours worked with a minimum guarantee of four (4) hours' pay at her regular straight time hourly rate.

Where a nurse works both days of a weekend she will be granted on request up to two (2) days **LOA** without pay during the following week.

- (b) Where a nurse is assigned to be on standby, other than in circumstances listed in (a) above, she shall

be paid a standby rate of two dollars and ten cents (\$2.10) for each hour of standby. A nurse who is called into work from standby shall receive time and one-half (1-1/2) her regular straight time hourly rate for all hours worked with a minimum guarantee of three (3) hours' pay at straight time.

- 13.05 (a) A nurse assigned to be in charge on a weekend or on a paid holiday shall be paid an allowance of forty-five cents (45¢) for each hour of the assignment, (effective March 25, 1992 increase to seventy-five cents [75¢]).
- (b) Where a nurse is temporarily assigned to carry out the responsibilities of a supervisor for a period of one (1) full tour or more, at times when the Supervisor would otherwise be working, she shall be paid a responsibility premium of seventy-five cents (75¢) per hour for such duty in addition to her regular salary, (effective March 25, 1992 increase to one dollar (\$1.00)).
- 13.06 A nurse shall be paid a shift premium of forty-five (45¢) for all hours worked after 4:30 p.m. The shift premium will not be payable for hours where the nurse is being paid at a premium rate, nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement, (effective March 25/92 increase to \$.75 cents).
- 13.07 The safety of staff while on duty is a primary concern of the Employer and general and specific safety policies have been developed. Nurses shall abide by these policies and shall inform their Supervisors of physically threatening situations or hazards. A copy of the policies is attached to the Agreement. (See Appendix "B")

#### ARTICLE 14 - DESIGNATED HOLIDAYS

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

New Year's Day	Civic Holiday
Good Friday	<b>Labour</b> Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

In addition, the full-time nurse will be granted one (1) additional day annually in conjunction with her anniversary date of employment. This is a day to

be provided by the Employer within thirty (30) days of the actual anniversary date.

Casual or relief part-time nurses shall have a designated holiday on the third Monday in February each year. In the event Heritage Day or some other day is proclaimed by the provincial government as a holiday, such day will replace this holiday.

There shall be a letter of understanding indicating that in the event Home Care provides a twelfth holiday (float or structured) VON will provide the same type of holiday for full-time nurses. A structured holiday will be granted casual or relief part-time nurses.

14.02 A nurse, including part-time and relief nurses, required to work on one of the holidays listed in Article 14.01 shall be paid at time and one-half (1-1/2) her regular straight time hourly rate of pay.

14.03 Subject to Article 14.04 below, a full-time nurse shall be entitled to receive a designated holiday off with pay in the amount of her regular straight time earnings provided:

- (a) she works her scheduled work day on each of the scheduled working days immediately preceding and following the holiday; unless excused by the VON or the nurse **was** absent due to:
- i. legitimate illness or accident which commenced within a month of the date of the holiday;
  - ii. vacation granted by the Employer;
  - iii. the nurse's regular scheduled day off;
  - iv. a paid leave of absence provided the nurse is not otherwise compensated for the holiday.

A nurse entitled to holiday pay hereunder shall not receive sick leave pay to which she may otherwise have been entitled unless she was scheduled to work that day. A nurse receiving Workers' Compensation Benefits for the day of the holiday shall, subject to the above provisions, be entitled to the difference between the amount of the Workers' Compensation Benefits and the holiday pay.

- (b) she has been employed by the VON for at least one month preceding the holiday.

- 14.04 Where VON requires a full-time nurse to work on a designated holiday, such nurse shall receive another day off with pay in lieu of the holiday, provided she meets the requirements of Article 14.03 (a) and (b). Such lieu day shall be scheduled at a time mutually agreeable to the nurse and her immediate supervisor within a sixty-day period following the holiday.
- 14.05 A permanent part-time nurse will be entitled to holiday pay for each of the holidays listed in Article 14.01 (including the float holiday) on a prorated basis on the condition that such nurse meets the qualifying conditions in Article 14.03
- 14.06 A casual part-time nurse will qualify for holiday pay on a prorated basis, provided she has worked at least twelve (12) days in the four (4) week period preceding the holiday.

#### ARTICLE 15 - VACATIONS

- 15.01 For the purpose of calculating eligibility the vacation year shall be the calendar year.
- 15.02 Full-time nurses shall receive vacation on the following basis:
- (a) nurses who have completed less than one year of full-time continuous service with VON as of December 31 shall be entitled to a vacation on the basis of 1.667 days for each completed month of service;
  - (b) nurses who have completed one (1) or more years of full-time continuous service with VON as of December 31 shall be entitled to a vacation of twenty (20) days on the basis of 1.667 days for each completed month of service;
  - (c) Nurses who have completed fifteen (15) years or more of full-time continuous service with VON as of December 31 shall be entitled to a vacation of twenty-five (25) days on the basis of 2.083 days for each completed month of service.
  - (d) Nurses who have completed twenty-five (25) years or more of full-time continuous service with VON as of December 31 shall be entitled to vacation of thirty (30) days.

- 15.03 Permanent part-time nurses shall be entitled to the same vacation time as full-time nurses. Vacation pay shall be prorated to reflect their hours of work in relation to full-time hours.
- 15.04 Casual part-time nurses shall be entitled to vacation pay in the amount of six percent (6%) of their basic hourly rate. Vacation pay will be paid on each pay period, Casual part-time nurses may request a personal leave of absence for vacation.
- 15.05 A nurse who resigns her employment with less than two week's notice shall be entitled only to the vacation provided in the Employment Standards Act.
- 15.06 Vacation Scheduling
- There shall be two vacation scheduling periods; April to September and October to March. Requests for vacations in the April to September period shall be submitted in writing to the Supervisor by February 1st and the schedule will be posted by March 1st. Requests for vacations in the October to March period shall be submitted in writing to the Supervisor by August 1st and the schedule will be posted by September 1st. In the case of conflicting requests for vacation, seniority will govern. A nurse may be limited to a maximum of three (3) weeks' vacation in July or August.
- 15.07 Vacation may not normally be carried over from one vacation year to the next. If a nurse is unable to take her accrued vacation by the end of vacation year, she will make every attempt to take her vacation by the end of the fiscal year. The Employer will pay out any unused vacation no later than April 30th.
- 15.08 A nurse who leaves the employ of the Employer for any reason shall be entitled to receive any unpaid vacation pay which has accrued to her to the date of her termination. If vacation has been received by the nurse in excess of the vacation earned by the nurse in the year of termination, there shall be deducted from the salary of the nurse or refunded to the Employer by the nurse an amount equivalent to the pay for vacation received but unearned.

#### ARTICLE 16 - FULL-TIME BENEFITS

- 16.01 The Employer shall contribute towards the premium coverage of full-time participating eligible nurses in the active employ of VON under the insurance plans set

out below subject to their respective terms and conditions.

- (a) The Employer agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible nurses in the active employ of the Employer under the Extended Health **Care** Benefits as provided under the VON National Group Insurance Plan. The balance of the monthly premiums are paid by the nurse through payroll deductions.
- (b) VON agrees to pay 100% of the billed premium toward coverage of eligible nurses in the active employ of VON for a life insurance plan providing two (2) times annual salary.
- (c) The Employer agrees to contribute 75 percent (75%) of the billed premiums towards coverage of eligible nurses in the active employ of the Employer under the dental benefits as provided under the VON National Group Insurance Plan. The balance of the monthly premiums are paid by the nurse through payroll deduction.
- (d) The Employer agrees to contribute fifty percent (50%) of the billed premiums towards coverage of eligible nurses in the active employ of the Employer under the National Long-Term Disability Plan, subject to its terms and conditions. The balance of the monthly premiums are paid by the nurse through payroll deductions.
- (e) "active employ" excludes absences without pay from VON in excess of thirty (30) consecutive calendar days. A nurse on such leave of absence shall be responsible for any benefit plans in which she participates for the period of the absence in excess of thirty consecutive calendar days. The nurse may arrange with VON to prepay the premiums during the period of the leave to ensure coverage.

16.02 Permanent part-time employees are eligible to participate in the above plans and the Employer's share of the premium contribution shall be the same as provided to full-time nurses.

16.03 A VON Pension Plan ,is maintained by VON Canada. Enrolment participation and the contributions by nurses and the Employer will be in accordance with the terms and conditions of that Plan.



## 16.04

Sick Leave

- (a) Sick leave is the granting of time off with pay for absences from regularly scheduled hours due to legitimate illness. There shall be a Sick Credit Accumulation Bank for each full-time nurse in the active employ of VON. Such nurses shall accumulate sick credits at the rate of 1.5 days per completed month of full-time work to a maximum of 120 days.
- (b) Where a full-time nurse is absent from work due to legitimate illness, she shall not lose her regular straight time earnings from her regularly scheduled hours to the extent of her credits in the Sick Credit Accumulation Bank.
- (c) Each full-time nurse shall receive a statement of the balance of her credits in the Bank at the end of May in each year.
- (d) A nurse may be required to submit a physician's certificate with respect to any period of time **shē** 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.
- (e) Notification of illness will be made to the Immediate Supervisor or her designate.
- (f) When a Full-time or Permanent Part-time nurse has completed any portion of her regularly scheduled tour prior to going on sick leave benefits or Workers' Compensation benefits, she shall be paid for the balance of the **tour** at her regular straight time hourly rate. This provision will not disentitle the nurse to a lieu day under Article 14.04 if she otherwise qualifies.
- (g)
  - i. Where a nurse's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.
  - ii. Where a nurses' scheduled vacation is interrupted due to serious illness requiring the nurse to be an inpatient in a Hospital, the period of such hospitalization shall be considered sick leave.

- iii. The position of the nurses' vacation which is deemed to be sick leave under the above provisions, will not be counted against the nurses' vacation credits.

16.05 Permanent part-time nurses shall accumulate sick credits on a prorata basis reflecting their hours of work in relation to full-time hours to a maximum accumulation of one hundred and twenty (120) days.

#### ARTICLE 17

17.01 Casual part-time nurses may participate in the pension plan. In lieu of the other benefits set out in Article 16, casual part-time nurses shall receive an amount equal to eight percent (8%) of their regular straight time hourly rate. Such amount shall not be included in the base used for the purposes of calculating any premiums nor shall it be paid on any overtime or premium hours worked.

#### ARTICLE 18 - WAGES

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

#### 18.02 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 VON by providing verification of such previous experience. No credit shall be given for experience of less than six (6) months' duration, nor where the nurse has not been actively nursing within the immediately preceding last three (3) years. VON shall assess the applicability of the previous experience during the nurse's probationary period and where such experience is acceptable, shall place the nurse at an appropriate level on the wage grid to be effective upon date of hire. Such placement shall not exceed the fifth level of the wage grid and shall be on the basis of one increment for each year of VON experience and one (1) increment for each two (2) years of hospital experience. Existing nurses whose recognized experience at the time of hire would have placed them at level 5 and are currently below level 5 will on request,

move to level 5. This only applies to nurses who are currently below level 5.

**18.03** New Classifications

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

Such request for a meeting shall not delay the implementation of the new classification and shall be made within fourteen (14) calendar days of the advice from VON. Where the rate is challenged by the Union and the matter is not resolved within fourteen (14) calendar days of the meeting, it shall be referred to arbitration within the time limits set out in this Agreement.

**18.04** Full-time Grid Advancement

Each full-time nurse shall be advanced from her present level to the next level set out in the wage grid twelve (12) months after she last advanced. If a nurse's absence without pay from VON exceeds thirty (30) consecutive calendar days, her advancement date will be extended by the length of such absence in excess of thirty (30) consecutive calendar days.

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

**18.06** 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.

**18.07** All nurses shall be required to wear the standard VON uniform while on duty, unless otherwise authorized by the Executive Director. In the first month of employment, a full-time nurse shall be paid a uniform allowance of seventy-five dollars (\$75.00) and will receive a payment of six dollars and twenty-five cents (**\$6.25**) included in her pay as uniform allowance in each month of actual employment.

Permanent part-time nurses shall receive an initial allowance of forty-five dollars (\$45.00) on employment and will receive a payment of three dollars and seventy-five cents (\$3.75) included in their pay as a uniform allowance in each month of active employment.

A nurse who leaves the VON employ prior to completing six (6) months of service will be required to refund the initial allowance.

18.08 Mileage Allowance

Full-time and permanent part-time nurses shall be paid a mileage allowance based on the following formula:

Effective January 1, 1991

(a) Permanent nurses

Km Driven per annum	Yearly Allowance		Biweekly 1991
	1990	1991	
0-3999	1380	1440	55.38
4000-4799	1560	1630	62.69
4800-5599	1740	1820	70.00
5600-6399	1920	2010	77.31
6400-7199	2100	2200	84.62
7200-7999	2280	2390	91.92
8000-8799	2460	2580	99.23
9600-10399	2640	2770	106.54
10400-11199	3000	3150	113.85
11200-11999	3180	3340	128.46
12000-12799	3360	3530	135.77
Over 12800	3540	3720	143.08

For relief and casual nurses, the mileage reimbursement will be thirty and half cents (\$0.305) per kilometer.

- (b) The allowance is calculated by averaging the daily kilometres driven in a period of not less than fifty (50) working days, multiplied by two hundred and thirty (230), (average number of days worked per nurse, per year). The total kilometrage is then assigned to the above schedule.
- (c) During the initial period of employment, kilometrage will be paid at thirty and half cents (\$0.305) per kilometre. At the end of three (3) months a calculation will be made as to the probable number of kilometres driven yearly and the appropriate adjustment will be paid, retroactive to the date of employment.
- (d) When a nurse changes areas, another assessment period of fifty (50) working days will be used to determine if there is to be a change in the

allowance. The former rate will be paid during this period. If an increase is indicated, an adjustment will be made retroactive to the date of change. If there is a decrease, it will become effective at the end of the assessment period.

- (e) There will be no deduction from the allowance during periods of vacation or regular days off. In the case of illness or leave of absence in excess of five (5) consecutive days, a pro-rated deduction will be made.

#### ARTICLE 19 - MISCELLANEOUS .

19.01 Whenever the feminine is used in this Agreement, it includes the masculine and vice versa where the context so requires. Where the singular is used, it may also be deemed to mean plural and vice-versa.

#### 19.02 Bulletin Board

The Employer will provide the Association bulletin board space in a conspicuous location in the staff workrooms for the purpose of posting notices regarding meetings and other matters of Association business. All such notices must be signed by a member of the Association Executive who is employed by the Employer.

#### 19.03 Copies of Agreement

Copies of this Collective Agreement will be provided by the Association to each nurse in the bargaining unit. The cost of printing the Collective Agreement in a mutually agreeable manner and form will be shared by the Employer and the Association.

#### 19.04 Registration

Nurses are required to present their current certificate of competency or verification that fees have been paid by January 15th of each year.

19.05 Nurses shall be paid bi-weekly by direct deposit to the nurse's bank.

#### ARTICLE 20 - ACCESS TO FILE

20.01 A copy of any completed evaluation which is to be placed in a nurses file shall be first reviewed with the nurse. The nurse shall initial such evaluation as having been

read and shall have the opportunity to add her views to such evaluation prior to it being placed in her file. It is understood that such evaluations do not constitute disciplinary action by the VON against the nurse. Each nurse shall have reasonable access to her file for the purpose of reviewing its contents in the presence of her Supervisor. A copy of the evaluation will be provided to the nurse at her request.

20.02 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 nurses record has been discipline free for one (1) year.

20.03 Retroactivity

Salary increases listed in Schedule "A" shall be retroactive to the dates indicated in the schedule. Nurses in the employ of the Employer on or after April 1, 1991 shall be entitled to retroactive salary increases based on hours paid. The Employer will notify nurses employed on or after April 1, 1991, who have left the service of the Employer of their entitlement to retroactivity. The notice will be mailed to the last known address of former employees who will have thirty (30) days from date of notice to claim retroactivity. Retroactivity will be on a separate cheque and will be paid within eight (8) weeks following settlement of this Agreement. All other items shall be effective on the ratification date unless otherwise specified.

ARTICLE 21 - TERMINATION AND RENEWAL

21.01 The Collective Agreement shall continue in effect until March 31, 1992, and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement in accordance with Article 21.02 below.

21.02 Where either party desires to amend or terminate this Agreement, it shall give notice to the other party only within the period ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.

21.03 If notice of amendment is given by either party, the other party agrees to meet for the purpose of negotiation within thirty (30) days after the giving of such notice, if requested to do so.

Dated at Toronto Ontario, this 13 day of Nov, 1992.

FOR THE EMPLOYER

Shankar  
Madeline Dunell  
L. G. Simpson

FOR THE ASSOCIATION

Ester Land ERO  
Anne Connolly  
[Signature]  
Jessie Rosefield

LETTER OF UNDERSTANDING

BETWEEN

VICTORIAN ORDER OF NURSES  
METROPOLITAN TORONTO BRANCH

The parties agree that problems of workload issues and Professional Responsibility will be discussed at Association/Management meetings with a view to resolving the issues.

Dated at Toronto Ontario, this 13<sup>th</sup> day of Nov, 1992.

FOR THE EMPLOYER

[Signature]  
[Signature]  
[Signature]

FOR THE ASSOCIATION

[Signature] ERO  
[Signature]  
\_\_\_\_\_



LETTER OF UNDERSTANDING

BETWEEN

VICTORIAN ORDER OF NURSES  
METROPOLITAN TORONTO BRANCH

A Nursing Supervisor will be assigned "Metro Call". Where the Supervisor determines that a visit to a patient is necessary, the staff nurse on standby will be contacted by the Supervisor.

Dated at Toronto Ontario, this 13<sup>th</sup> day of Nov, 1992

FOR THE EMPLOYER

[Signature]  
[Signature]  
[Signature]

FOR THE ASSOCIATION

[Signature] ERO.  
[Signature]  
[Signature]

Appendix "A"

Registered Nurse

	<u>Effective April 1/91</u>		<u>Effective October 1/91</u>	
	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>
Start	16.92	33000	16.92	33000
After 1 year	17.71	34535	17.71	34535
After 2 years	17.98	35061	18.21	35500
After 3 years	18.46	36000	18.97	37000
After 4 years	18.97	37000	19.49	38000
After 5 years	19.49	38000	20.00	39000
After 6 years	20.26	39500	20.77	40500
After 7 years	20.77	40500	21.28	41500
After 8 years	21.54	42000	22.05	43000
After 9 years	22.56	44000	23.08	45000

BSCN/PHN recognition \$.50/hour.

Dated at TORONTO, Ontario this 13<sup>th</sup> day of Nov., 1992.

FOR THE UNION

Esther Mandel ERO  
Anna Connelly  
[Signature]  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE EMPLOYER

[Signature]  
[Signature]  
[Signature]  
\_\_\_\_\_  
\_\_\_\_\_

APPENDIX "B"VICTORIAN ORDER OF NURSES METROPOLITAN TORONTO BRANCHDISCHARGE OF PATIENTS FROM VON SERVICENORMAL PRACTICE

Patients are normally discharged from VON services under the following conditions:

- (a) Patient's condition has improved or stabilized to the point that nursing or professional service is no longer required.
- (b) Patient is admitted to hospital or other appropriate facility.
- (c) Patient has died
- (d) Patient refuses further service or
- (e) Patient's needs can be better met by another agency or service, and an appropriate referral has been made.

EXCEPTIONAL CIRCUMSTANCES

Patients may be discharged under other circumstances, provided the reason is valid and is documented.

(a) Safety Factors

In the event of risk of personal safety, such as violence or threatened violence on the part of the patient or family, a nurse should withdraw immediately **from** the situation. If the situation is deemed severe, the police should be notified. If it is not an immediate, life-threatening situation, the nurse will inform the Supervisor of the incident and the decision to resume or discontinue service will be made as soon as possible by the Nursing Director. The physician is to be notified, as are any other agencies or services associated with the situation, especially if the decision has been made to discharge the patient from service.

The precipitating incident as well as the actions and decisions taken, are to be documented **and** reported to the Executive Director within 24 hours.

(b) Risk Factors In The Home Or Environment

If the circumstances of the environment, the plan of care or the treatment demanded by the patient place the nurse at risk, and all reasonable compromises have been rejected, the agency may determine that service is to be discontinued.

Examples of such risks include abusive patients, dangerous pets, equipment that is lacking or unsafe, or evidence of criminal activity, such as drug dealing.

In these situations, the following steps are to be followed:

- i) The nurse identifies the situation that is creating concern, reports this to her Supervisor as soon as possible.
- ii) The Supervisor will investigate the concerns of the nurse, by discussion with other members of the nursing team and making a home visit, either with the nurse or on her own.
- iii) The Supervisor or nurse will contact the physician or other agencies involved and seek their assessment and opinion of the circumstances.
- iv) Once the facts are established, the Supervisor will notify the district Nursing Director of her findings and in conjunction with all parties concerned, will develop a plan of action to correct the situation. This plan is to be shared with concerned parties.
- v) If the situation cannot be resolved and the only alternative appears to be to withdraw service, the Executive Director is to be informed.
- vi) At that time, the Executive Director may seek legal assistance to determine the next steps. A letter should be sent from the Executive Director or her designate, to the patient/family, physician and other involved parties, indicating an intent to discontinue service, stating the reasons, the actions taken to date, the factors that could alter the decision, and the date on which the anticipated discharge will occur. This is normally no longer than 2 weeks or 10 working days from the time of such notice.
- vii) When the deadline date has been reached, and if no change has occurred, service will be discontinued

and the patient will be discharged from service. The patient will not be readmitted unless the circumstances giving rise to the discharge are corrected to the satisfaction of the organization.

CIRCUMSTANCES UNDER WHICH PATIENTS ARE NOT NORMALLY DISCHARGED

(a) Discontinuance of Third Party Funding

Discontinuing service due only to third party withdrawal of payment, when there is still an assessed need, can be perceived as abandonment and could result in legal liability for the nurse and the agency.

Examples include termination of Home Care funding, insurance or other third party payments.

The nurse will discuss alternatives with the patient/family, including alternate funding available, or other services that may be available to meet the needs of the patient/family. The patient/family has the right to refuse further service and the nurse must document that service was offered and declined, stating the reason(s).

(b) Patients At Risk

Patients may present **risk** to themselves or may create risks to caregivers. A patient "at risk" is defined as one whose health or safety is in jeopardy due to his/her lifestyle or medical condition and who refuses or is unable to take those actions which might minimize these risks. There is no apparent risk to the caregiver.

Examples include the patient wishing to die at home, frail elderly living alone, or those living in an abusive situation.

The risks must be identified, documented and discussed with the patient/family. Every reasonable effort should be made to minimize the risks, but the nurse must recognize that patients have the right to live with these risks and that the nurse must accept the limitations imposed by the patient/family. Because a patient is "at risk" is not in itself a valid reason for discontinuing service.