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EFF.	96 04 01
TERM.	98 03 31
No. OF EMPLOYEES	450
NOMBRE D'EMPLOYES	450

COLLECTIVE AGREEMENT  
 between  
 VICTORIAN ORDER OF NURSES  
 PARTICIPATING BRANCHES  
 (listed in Appendix B)  
 AND  
 ONTARIO NURSES ASSOCIATION

**Expiry date: March 31, 1998**

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## **ARTICLE I- PURPOSE**

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

## **ARTICLE 2 - RECOGNITION**

The Employer **recognizes** the Association as per the Recognition clauses attached as Appendix C.

## **ARTICLE 3 - MANAGEMENT FUNCTIONS**

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

## **ARTICLE 4 - DEFINITIONS**

These definitions shall not alter the current bargaining unit composition outlined in Appendix C.

- 4.01 A full-time nurse will be scheduled to work seventy-five (**75**) hours in a two week period. A full-time nurse will be scheduled to work Monday to Friday, unless otherwise mutually agreed.
- 4.02 A part-time nurse will provide the Employer with a commitment to work up to three (**3**) tours per week. A part-time nurse will also indicate the other tours on which she is available to work and shall be prepared to work should the need arise, unless the nurse provides twenty-four (**24**) hours advance notice that she is no longer available.

- 4.03 A casual nurse has no commitment to the branch and the branch has no commitment to the casual nurse. A casual nurse will provide availability for tours of duty. Where there is a part-time nurse available, then such part-time nurse shall receive additional work before a casual nurse is **utilized**.
- 4.04 A registered nurse is defined as a nurse who is registered by the College of Nurses of Ontario in accordance with the Regulated Health Professions Act. A registered nurse is required to present her current Certificate of Competence to the Executive Director or designate upon renewal.
- 4.05 A graduate nurse is defined as a nurse with certification incomplete, who is a graduate of a programme acceptable to the College of Nurses of Ontario and is either in the process of being certified by the College of Nurses of Ontario or is completing certification requirements. This certification shall be completed within twenty-four (**24**) months following date of hire. Where a nurse fails to complete certification requirements, she/he will be terminated and such termination shall not be the subject matter of a grievance or arbitration procedure.
- 4.06 A registered practical nurse is defined as a nurse who is registered by the College of Nurses of Ontario in accordance with the Health Disciplines Act, R.S.O., 1980 and amendments thereto. A registered practical nurse is required to present her current Certificate of Competence to the Executive Director or designate upon renewal.
- 4.07 The word "nurses" as when used throughout this Agreement shall mean persons included in the bargaining units outlined in Appendix C.
- 4.08 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun, where the content so requires. Where the singular is used it may also be deemed to mean the plural.

## **ARTICLE 5 - NO DISCRIMINATION**

- 5.01 The Employer and the Association agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any nurse because of her membership or non-membership in the Association, activity or lack of activity on behalf of the Association or by reason of exercising her rights under the collective agreement or any applicable legislation.

5.02 The Association agrees that there will be no Association activity, solicitation for membership or collection of Association dues on Employer premises or during working hours except with the written permission of the Employer or as specifically provided for in this agreement.

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

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

Sexual harassment is defined as:

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

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

## **ARTICLE 6 - NO STRIKE, NO LOCKOUT**

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

**ARTICLE 7 - ASSOCIATION SECURITY**

- 7.01 The Employer will deduct from each nurse covered by this agreement an amount equal to the regular monthly Association dues designated by **ONA**.
- 7.02 Such dues shall be deducted monthly and, in the case of newly employed nurses, such deductions shall commence in the month following their date of hire. There shall be no deduction from a part-time nurse in a month in which the nurse does not work.
- 7.03 The Association shall notify the Employer in writing of any changes in the amount of such regular Association dues at least one month prior to the effective date of such change.
- 7.04 The Employer will send to the Association monthly, its cheque for the dues so deducted, along with the list of the names and amount of such deductions for each nurse. The list shall show terminations, new hires, leaves of absences in excess of thirty days, and the social insurance number. A copy of this list will be sent to the Association.
- 7.05 The Association shall indemnify and save the Employer harmless from any claims from nurses as a result of dues having been collected in accordance with the terms of this agreement.
- 7.06 It is understood and agreed that the Employer has the responsibility for the deduction of dues.
- 7.07 The Employer shall provide each nurse with a **T4** slip, showing the dues deducted in the previous year for income tax purposes.
- 7.08 Where voice mail exists at the branch and the system has the capacity to accommodate the amount and type of communication requested, the Employer will co-operate in the provision of access by the Association to the system by providing a **mailbox** for **ONA**, for the sole purpose of notification of members regarding Association related matters. No nurse will be reprimanded for leaving a message on a nurse'(s) or team's voice mail when such message pertains to notification regarding Association related matters. The Association shall abide by the procedures established for the system. There shall be no additional cost to the branch.

## **ARTICLE 8 - REPRESENTATIVES AND COMMITTEES**

The numbers of representatives of the participating branches are contained in Appendix D.

### **8.01 Nurse Representatives**

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

### **8.02 Grievance Committee**

The Employer agrees to **recognize** a Grievance Committee for the purpose of meeting with the Employer in the grievance procedure.

### **8.03 Association-Management Committee**

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

### **8.04 Negotiating i t t e e**

The Employer agrees to **recognize** a Negotiating Committee for the purpose of negotiating renewals of the collective agreement.

### **8.05 Central Negotiations**

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



## 8.06 Occupational Health & Safety Committee

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

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

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

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

### Sudbury

(a) 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.

### (b) Inclement Weather

i) If weather conditions preclude safe driving a nurse may, with the concurrence of her supervisor, not perform her scheduled field duties and may remain in her respective office for the period of inclement weather.

ii) An employee shall not lose salary or benefits in the case of extreme inclement weather if she is able to report for work prior to 12 noon on any given work day.

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

- 8.08 The parties **recognize** that a nurse representative has the responsibility to perform her regular duties and to represent employees on Association business. If a representative must leave her regular duties for any period of time in order to attend to Association business she will coordinate the time needed to fulfil these duties with her supervisor. Upon completion of her business the representative will inform her supervisor that she has returned.
- 8.09 Representatives of the Association shall be paid at their regular rate of pay for all time used during their regularly scheduled hours of work in attending meetings or for fulfilling other duties related to their responsibilities under the Collective Agreement.
- i) The Employer shall be required to pay nurses on the Negotiating Committee up to but not including conciliation, except for those nurses involved on a central bargaining team, where the Employer will pay up to and including conciliation;
  - ii) the Employer shall not be required to pay nurses on the Grievance Committee or the **grievor** for time spent at arbitration hearings.
- 8.10 The Association Committees shall have the right to have the assistance of representative or consultants from or acting on behalf of the Ontario Nurses' Association. The Employer shall also have such rights.
- 8.11 During the orientation period of newly hired nurses, a nurse representative will be allowed a reasonable period of time within regular working hours to acquaint them with the Association. These interviews shall be scheduled in advance at a time mutually agreeable to the parties.

## **ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE**

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

Step 1

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

- 9.03 Should the matter not be resolved, it shall be referred to arbitration within ten (10) calendar days of reply. The parties will first consider and thus may agree upon a sole arbitrator to hear the matter. If there is no agreement, then the parties shall notify one another in writing within a further ten (10) calendar days, of the name of their respective nominee. Such nominees shall select a chair within a further ten (10) calendar days. Should the parties or the nominees where applicable not be able to agree on the chair, then the Minister of Labour for the Province of Ontario shall appoint the chair.
- 9.04 The arbitrator shall not be **authorized** to make a decision inconsistent with the provisions of this agreement, nor to alter, add to, or amend any part of this agreement.
- 9.05 The proceedings will be expedited by the parties. There shall be a meeting at least forty-five (45) calendar days prior to the scheduled hearing day to once again attempt to resolve the matter. If the matter is still not resolved, then the parties may agree to a Statement of Facts prior to the hearing.
- 9.06 All agreements reached under the grievance procedure by the parties shall be final and binding on the parties for that grievance.
- 9.07 Each of the parties will share equally the fees and expenses of the arbitrator.
- 9.08 Policy Grievance
- A grievance arising between the Union and the Employer shall proceed to Step 1 within ten (10) calendar days of the circumstances giving rise to the grievance, or ought reasonably to have come to the attention of the Union.
- 9.09 Group Grievance
- When a group of nurses have similar concerns the matter will proceed to Step 1 within ten (10) calendar days of the occurrence, or ought reasonably to have come to the attention of the nurses.

## 9.10 Discharge/Suspension Grievance

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

## ARTICLE 10 - SENIORITY

### 10.01 Job Security:

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

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

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

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

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

(b) North Bay

The Employer will keep up-to-date combined seniority lists for the nurses.

(c) Porcupine

The Employer shall keep separate seniority lists for full-time and **part-time RNs**, casual **RNs**, full-time and part-time **RPNs** and casual **RPNs**.

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

- (a) On an approved leave of absence with pay;
- (b) When on an approved leave of absence without pay not exceeding thirty **(30)** continuous calendar days;
- (c) When in receipt of sick leave;
- (d) When in receipt of Workers' Compensation for an injury sustained while in the employ of the **VON**;
- (e) When on pregnancy/parental/adoption leave in accordance with the Employment Standards Act.

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

- (a) When on an approved leave of absence without pay, exceeding thirty **(30)** continuous calendar days;
- (b) When on layoff of up to **24** months;
- (c) When absent on account of accident or illness **non-VON** work related and not in receipt of sick leave credits.

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

- (a) Retirement;

- (b) Resignation;
- (c) Discharge which is not overturned by the grievance/arbitration procedure;
- (d) Laid off for more than **24** months;
- (e) Fails, upon being notified of a recall, to signify her intention to return within five (**5**) calendar days after she has received her notice of recall mailed by registered mail to the last known address according to the records of the Employer and fails to report to work within seven (**7**) calendar days after she has received the notice of recall or such further period of time as may be agreed upon by the employee and Employer; and
- (f) Fails to report to work as scheduled at the end of leave of absence, vacation or suspension unless there is a reasonable explanation given to the Employer, or **utilizes** a leave of absence for purposes other than that for which the leave was granted.

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

**10.09** Positions Outside the Bargaining Unit

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

#### 10.10 Protection of Bargaining Unit Work

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

#### 10.11 Layoff and Recall

- (a) Where there is a reduction in the workload resulting in a surplus of part-time nurses, the Employer shall lay off nurses in reverse order of seniority within the team and then in reverse order of the bargaining unit provided the nurses remaining are qualified to perform the available work. Probationary nurses shall be first laid off, followed by casual nurses.
- (b) Nurses shall be recalled in order of seniority, unless otherwise agreed between the Employer and the Association.
- (c) No reduction in the hours of work shall take place to prevent or reduce the impact of layoff.
- (d) A nurse on layoff will be given job opportunities (vacancies) before any new nurses are hired into that category.
- (e) No new nurse will be hired when there is a nurse(s) on layoff.
- (f) A reduction of the part-time **staffing** complement is considered a layoff.
- (g) Temporary layoff will be defined as a layoff of six weeks and not more than thirteen weeks which is required due to a reduction of the workload. When such layoff is required, the staff affected will be given thirty (30) calendar days advance notice. When such layoff is required the Association will be notified and a meeting will be held between the parties to discuss the reasons for the layoff.
- (h) Permanent layoff will be defined as a layoff that will exceed thirteen (13) weeks due to a reduction in the work load. Any nurse affected by such a layoff will be given sixty (60) calendar days notice. The Employer will comply with the provisions as outlined below in permanent and long term actual numbers.

Porcupine

The layoff and recall of registered nurses shall be separate and apart from the layoff and recall of registered practical nurses.

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

- (a) provide the Association with no less than thirty (30) working days notice of such layoff and;
- (b) meet with the Association to review the following:
  - i) the reasons causing the layoff;
  - ii) the service which the Employer will undertake after the layoff;
  - iii) method of implementation including the areas of cutback and the nurses to be laid off; and,
  - iv) any other alternatives.
- (c) In the event of a cutback in service which will result in displacement of staff, the Employer will provide the Association with thirty (30) days notice. If requested, the Employer will meet with the Association Management Committee to review the reasons and expected duration of the cutback in service, realignments of service or staff and its effect on nurses in the bargaining unit.
- (d) When an employee accepts a long-term layoff, she shall be entitled to receive severance pay in accordance with the Employment Standards Act.

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

**ARTICLE II- JOB POSTINGS**

11.01 In the case of all vacancies and new positions in the bargaining unit, the Employer will post notice of such vacancy in each office for ten (10) calendar days prior to filling the position, in order that any interested nurse may apply. If no qualified nurse applies, then the Employer may hire a new nurse from



outside the employ. The name of the successful applicant shall be posted by the Employer.

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

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

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

Vacation time does not need to be posted.

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

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

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

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

## **ARTICLE 12 - LEAVES OF ABSENCE**

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

12.02 All leaves of absence without pay of more than one (1) month shall be without accumulation of seniority, vacation, sick leave, or any benefits under this agreement. If a nurse wishes to remain in the group health insurance plan during her leave she may do so by prepaying full premiums to avoid the transfer out and in, subject to the approval of the carrier.

### 12.03 **Leave for Association Business**

Leave of absence without pay to attend Association business will be granted. The total of such days shall not exceed fifty (50) days per annum and no more than two (2) nurses from each office or branch to a maximum of four (4) nurses shall be absent from duty at any one time. During such leave of absence the nurses' salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

### 12.04 **Leave - ONA Provincial Board of Directors**

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

### 12.05 **Leave - ONA Provincial President**

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

Employer of her intention to return to work at least four (4) weeks prior to the date of return.

#### 12.06 Secondment/Special Projects

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

#### 12.07 Professional and Education Leave

- (a) Nurses may be granted leave(s) of absence with or without pay to attend workshops, seminars and short courses, which may be deemed beneficial to the nurse's professional development especially as it relates to her responsibilities. Selection shall be made in an equitable basis from nurses who make application to attend. Such leave is granted at the discretion of the Employer.

\* **Chatham/Kent** - with pay

\* **Renfrew County** - without loss of pay

- (b) **Brockville, Leeds & Grenville/Lanark/North Bay/Renfrew County**

Professional leave without pay will be granted to nurses who are

elected to the College of Nurses of Ontario or the Registered Nurses' Association of Ontario to attend their regularly scheduled meetings.

(c) Porcupine

- i) Professional leave without pay will be granted to full-time and regular part-time nurses who are elected to the College of Nurses to attend regularly scheduled meetings of the College of Nurses.
- ii) Professional leave without pay will be granted to registered nurses who are elected to the **RNAO** to attend regularly scheduled meetings.
- iii) Professional leave without pay will be granted to registered practical nurses who are elected to the **RPNAO** to attend regularly scheduled meetings.

(d) Renfrew County

- i) A nurse shall be entitled to leave of absence without loss of earnings from her regularly scheduled working hours for the purpose of writing any formal examinations (including mid-terms) in any **recognized** courses in which the nurse is enrolled to upgrade her nursing qualifications. The nurse shall provide her supervisor with fourteen (**14**) calendar days' notice of the date and time of any such examinations.
- ii) When a nurse is required by **VON** to attend any in-service programme outside her regularly scheduled working hours, she shall be paid for time spent in attendance at such a programme at her regular straight time hourly rate of pay.
- iii) Nurses involved in the **organizing**, preparing and presenting of in-service programmes at the Branch, and outside the Branch, on behalf of the Employer, may be paid for some or all such hours involved, at their regular rate of pay as submitted by the nurse.

(e) Sudbury

When a nurse is on duty and **authorized** to attend any in-service

programme, during her regularly scheduled working hours, she shall suffer no loss of regular pay. When a nurse is required by **VON** to attend courses outside of her regularly scheduled working hours she shall be paid for all time spent in attendance at such courses at her regular straight time hourly rate of pay.

#### 12.08 Jury/Witness Duty

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

#### 12.09 Bereavement Leave

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

Eastern Counties provides for the necessary time off of up to one (1) day of basic pay to the nurse to attend a funeral at the discretion of the Employer.

#### Compassionate Leave

**Brant-Norfolk-Haldimand**, Chatham-Kent and **Simcoe** County branches also provide compassionate leave without loss of salary up to a maximum of three (3) working days may be allowed at the discretion of the Nursing Supervisor for critical illness in the nurse's immediate family.

Porcupine provides for up to two (2) additional days for travelling, in excess of 500 km, if required, without loss of regular pay from regularly scheduled hours, as well as three (3) working days for critical illness in the nurse's immediate family.

12.10 Pregnancy/Parental Leave

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

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

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

- (e) A nurse shall be permitted to commence her pregnancy leave at any time up to seventeen (17) weeks before the expected date of delivery.
- (f) A nurse shall continue to accumulate seniority service rights and shall continue to participate in the pension plan and group benefits plan unless she elects in writing not to do so.
- (g) Parents shall be defined to include adoptive parents and a person in a relationship of some permanence with the natural or adoptive mother or father of the child and who intends to treat the child as his or her own.

- (h) A nurse shall have the right to a personal leave of absence without pay to commence immediately following a parental/pregnancy/adoption leave of absence, provided the sum of all such leaves of absence do not exceed twelve continuous months per pregnancy/adoption.
- (i) **Lanark's superior provisions:** A nurse who is on pregnancy leave as provided under this Agreement, who is in receipt of the Employment Insurance Pregnancy Benefits pursuant to the Employment Insurance Act, 1996, 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 Employment Insurance Benefits and any other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Employer of the nurse's Employment Insurance cheque stub as proof that she is in receipt of Employment 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. In order to qualify, a nurse as of the date of leaving on pregnancy leave must have been employed for at least six (6) months.

#### 12.11 Prepaid Leave

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

- (a) The plan is available to nurses wishing to spread four (4) year's salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The nurse must make written application to the Executive Director or her designate at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of leave.

- (c) Written applications will be reviewed by the Executive Director or her designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority. A written approval or denial with explanation will be forwarded to the applicant within four (4) weeks of the application.
- (d) The number of nurses that may be absent at any one time shall not exceed one (1) staff. The year for purposes of the program shall be September 1 of the year to August 31 of the following year or such other twelve (12) month period as may be agreed upon by the nurse, the Local Association and the Employer.
- (e) During the four (4) years of salary deferral, 20% of the nurse's gross earnings will be deducted and held for the nurse and will not be accessible to her until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the nurse.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral and the employee shall pay the required premiums. The employee may apply for a continuance of benefits for the year of leave and must pay both portions through the branch (i.e. Employer and employee portions) during the year of leave. The continuance of benefits must be approved by the benefits carrier.
- (i) Participating employees must continue to contribute to the pension plan based on their full salary (i.e. regular basic pay before the salary holdback) during the four (4) years of salary deferral. During the year of leave, the employee's pension will be held in suspense, i.e. no contributions can be made.
- (j) Full-time nurses will not be eligible to participate in the long term disability plan during the year of leave.



- (k) During the year of leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave.
- (l) A nurse may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Executive Director or her designate. Deferred salary, plus accrued interest, if any, will be returned to the nurse, within a reasonable period of time.
- (m) If the nurse terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.
- (n) The Employer will endeavour to find a temporary replacement for the nurse as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the nurse as much notice as is reasonably possible. The nurse will have the option of remaining in the plan and rearranging the leave at a mutually agreeable time or of withdrawing from the plan and having the deferred salary, plus accrued interest, if any, paid out to her within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (o) The nurse will be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.
- (p) Final approval for entry into the **pre-paid** program will be subject to the nurse entering into a formal agreement with the Employer in order to **authorize** the Employer to make the appropriate deductions from the nurse's pay. Such agreement will include:
  - i) A statement that the nurse is entering the **pre-paid** leave program in accordance with Article 12.11 of the Collective Agreement.
  - ii) The period of salary deferral and the period for which the leave is requested.

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

### **ARTICLE 13 - EMPLOYEE FILES**

- 13.01 In the event it is deemed necessary by the Employer to file a report of censure the Employer shall, within ten days thereafter, give written particulars of such censure to the nurse involved. Any letter of reprimand, suspension or other sanction will be removed from the record of a nurse eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such nurse's record has been discipline free for the immediately preceding twelve (12) months during which she has worked.
- 13.02 When any type of evaluation, performance appraisal, progress report or assessment related to job performance, nursing practise or other employment related matters with respect to any nurse, such nurse shall be given an opportunity to sign the document, indicate any areas of disagreement and shall also be provided with a copy of the document. Upon request, a nurse may review her file in the presence of her supervisor or designate with advance notice to the Employer.

### **ARTICLE 14 - HOURS OF WORK**

- 14.01 The following provisions are intended to designate normal hours of work on a daily tour and normal hours of work over the nursing schedule and shall not be construed to be a guarantee of hours of work to be performed on each tour or during each work schedule. All provisions are subject to Article 15 on Caseload Management.
- (a) The normal daily tour shall average seven and one-half (7½) hours [four-hundred fifty (450) minutes or thirty (30) units inclusive of travel time], exclusive of unpaid breaks.
  - (b) The normal hours of work shall average 75 hours per two week period.
  - (c) Any nurse may choose to flex the start time and length of tour to accommodate the needs of the caseload, providing the hours worked do not exceed the normal hours of work in a two week period.

- (d) It is recommended that a nurse schedule a rest period at the approximate mid-point of her tour.
- (e) The daily and weekly hours of work for part-time nurses may vary from day to day and week to week.
- (f) A part-time nurse will provide the Employer with a commitment to work up to three (3) tours per week. A part-time nurse will also indicate the other tours on which she is available to work and shall be prepared to work should the need arise, unless the nurse provides twenty-four (24) hours advance notice that she is no longer available.
- (g) The scheduling of a part-time nurse for weekend work (e.g. 1 in 3 or 1 in 4) will be in accordance with current collective agreement provisions. Weekends are not included (f) above.
- (h) A part-time nurse may be hired to do weekend work only. This may include a paid holiday attached to a weekend. Such nurses will not be eligible for weekend premium payment. Such weekend nurses shall not work outside the normal weekend hours.
- (i) It is understood that casual nurses do not have normal hours of work.

#### 14.02 Evening Visiting Nursing

- (a) The normal hours of work for the evening visiting program have the majority of hours between 1530 hours to 2330 hours. If the caseload permits, the nurse may flex her start and stop time.
- (b) The nurses will be provided with their assignment by 1400 hours and any Employer initiated cancellation will be done by 1230 hours.
- (c) There shall be appropriate communications from the regularly scheduled team meetings to the evening nurses.
- (d) When a nurse in the evening visiting program is required to remain available until 2330 hours after her visiting assignment is complete, she will then be on standby time.

#### 14.03 Night Visiting Nursing

- (a) The normal hours of work for the night visiting program have the majority of hours between 2300 hours to 0800 hours. If the caseload permits, the nurse may flex her start and stop time.

- (b) The nurses will be provided with their assignment by **2100** hours and any Employer initiated cancellation will be done by **2000** hours.
- (c) There shall be appropriate communications from the regularly scheduled team meetings to the night nurses.
- (d) Shift premium will be applied to all hours worked.

14.04

Scheduling

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

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

14.05 Weekend Duty

- (a) The scheduling of part-time nurses for weekend duty shall be on a rotational basis. Subject to changes in staff levels and caseloads, the Employer will schedule part-time nurses to work according to the following:

One (1) weekend in two (2):

Porcupine

One (1) weekend in three (3):

**Brockville-Leeds-Grenville**

Eastern Counties (no more than three (3) times per year)

**Lanark**

**Simcoe**

**Sudbury**

Waterloo

One (1) weekend in four (4):

**Brant-Norfolk-Haldimand**

Chatham-Kent

Eastern Counties

North Bay

**Renfrew County**

- (b)
  - i) A “weekend” shall be defined as at least fifty-six (56) hours off, commencing at 1600 hours on Friday and ending at 0800 hours on Monday.
  - ii) North Bay - A “weekend” shall be defined as commencing at 2400 hours on Friday and ending at 0800 hours on the following Monday.

14.06 Christmas/New Year’s

- (a) In order to accommodate the Christmas/New Year’s scheduling, normal scheduling provisions shall not operate during the period of December 15<sup>th</sup> to January 9<sup>th</sup> (first weekend after New Year).
- (b) A part-time nurse shall not be scheduled to work both Christmas and New Year’s unless agreed otherwise.

- (c) A nurse who works Christmas shall be scheduled to be off for at least five (5) consecutive days over New Year's and vice versa. Such days shall be provided through a combination of designated holidays and regularly scheduled days off, mutually agreed between the employee and the Employer.
- (d) Christmas time shall include Christmas Eve Day, Christmas Day and Boxing Day.
- (e) New Year's time shall include New Year's Eve Day and New Year's Day.

#### 14.07 Availability of Part-time Nurses

- (a) Part-time nurses will schedule themselves for up to three (3) tours per week according to the self-scheduling guidelines. The number of tours shall not be construed to be a guarantee of hours of work to be performed on each tour and during each work schedule;
- (b) Weekend schedule as listed in Article 14.05 unless a nurse requests weekend work.
- (c) Designated holidays shall be equitably distributed among the part-time nurses in the bargaining unit.
- (d) Up to five (5) tours over Christmas or New Years.

#### 14.08 Cancellation Guidelines

##### Visiting Nursing Program:

- (a) In the event that work is not available for a scheduled part-time nurse, then that nurse will have first consideration for any extra work of up to equal length that may have arisen within her own team (such as sick leave replacement). If such work within her own team is not available, she will have the option of displacing the most junior nurse within the branch and she will be responsible for all travel costs to that assignment. This displacement will occur within the same tour, same day and same program.
- (b) The cancellation notice will be given personally to the nurse where possible, but where the nurse cannot be contacted, the notice will be

placed on her voice mail or pager (where applicable) or left with the answering service.

- (c) Any nurse so displaced in (a) above, shall be notified of her cancellation immediately. Such cancellation shall not impose a requirement for minimum pay. Such displacement is not considered a layoff and is not an Employer cancellation.

\* Applies to **Brockville-Leeds-Grenville**, Chatham-Kent, Porcupine, Renfrew County, Simcoe and Waterloo.

- (d) Twelve (12) hours notice of cancellation initiated by the Employer shall be required to cancel any scheduled day tour, unless mutually agreed.
- (e) Three (3) hours notice of cancellation initiated by the Employer shall be required to cancel any scheduled evening or night tour, unless mutually agreed otherwise by the employee and the Employer.

#### Cancellation Pay

##### Brant

If a nurse's scheduled tour is cancelled with less than fifteen (15) hours notice prior to the starting time of her scheduled tour, she shall receive four (4) hours pay at her regular straight hourly rate, The cancellation notice will be given personally to the nurse where possible, but where the nurse cannot be contacted, the notice will be placed on the telephone answering service.

##### Eastern Counties

If a nurse's scheduled tour is cancelled with less than four (4) hours notice in advance of the starting time of the scheduled shift, she will receive three and one-half (3 1/2) hours' pay at her regular hourly rate. Such cancellation shall not be considered as a layoff.

##### Lanark

If a nurse's scheduled tour is cancelled with less than sixteen (16) hours notice from the starting time of the scheduled tour, she will receive a

minimum of four (4) hours pay at her regular straight time rate. Such cancellation shall not be considered a layoff.

#### North Bay

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

#### Sudbury

Where a nurse's shift is cancelled with less than fifteen (15) hours notice due to a reduction in caseload, she shall be paid time and one-half (1 1/2) her regular rate of pay on the next tour/shift. Nurses will be cancelled in reverse order of seniority. Nurses being cancelled will be contacted by the VON office. In the event a nurse cannot be reached by phone, the message will be documented in addition to being left with VON answering service. Such cancellations shall not be considered as layoffs.

### 14.09

#### Fluctuations

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



**ARTICLE 15 - SELF-SCHEDULING/CASELOAD MANAGEMENT**

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

15.02 **Self-Scheduling Guidelines**

Nurses will self schedule according to the following guidelines:

- (a) A nurse will normally work on a specific team. Teams will be established according to criteria by collaboration given all relevant factors within each branch. Branches which have teams shall continue. For full-time nurses within each team it is understood that the nurses will be responsible for the planning of their caseload as contained in the guidelines.
- (b) Evening nurses will self-schedule on the evening shift.
- (c) A peer facilitator (ONA member) will be used to assist with completion of the schedule where required.
- (d) Once the staffing schedule (which covers a one month period) is fully completed, it will be submitted to the Employer for review and then posted up to one month in advance.
- (e) In the event that additional work becomes available after the schedule has been posted, the work shall be offered to part-time nurses in descending order of seniority as applicable in each case;
  - i) part-time nurses within the team who have been cancelled
  - ii) part-time nurses within any team who have been cancelled
  - iii) non-scheduled part-time nurses within a team who have indicated their availability
  - iv) non-scheduled nurses within any team who have indicated their availability
  - v) casual nurses.

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

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

communication and co-operation with other team members and between teams

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

appropriate and timely communication with the purchaser of service

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

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

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

**recognizing** team training/educational needs, determining the resources required

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

attending and contributing to team meetings

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

**utilize** the principles of quality management **eg.** work process improvement, interpersonal skills, problem solving  
submission of accurate and timely billing information

15.05 Caseload Management Meetings:

The Employer **recognizes** that in order to meet their professional and continuity requirements for client care, there is a need for nurses to review their caseloads and implement changes. Team meetings or **office** time may

be scheduled for up to one hour each week to adjust and adapt their caseloads to meet the client and team needs and records management.

15.06 Daily Assignment of Work:

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

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

**ARTICLE 16 - PAID HOLIDAYS**

16.01 The following holidays will be **recognized** as paid holidays:

- |               |                  |
|---------------|------------------|
| New Years Day | Labour Day       |
| Good Friday   | Thanksgiving Day |
| Victoria Day  | Christmas Day    |
| Canada Day    | Boxing Day       |
| Civic Holiday |                  |

16.02 The following branches **recognize** additional paid holidays as listed:

- |                                |                          |
|--------------------------------|--------------------------|
| <b>Brant-Norfolk-Haldimand</b> | Third Monday in February |
|                                | Easter Monday            |
|                                | Remembrance Day          |

Brockville-Leeds-Grenville	Anniversary Day Birthday Float Day if hired before February 1992
Chatham-Kent	Remembrance Day Float Holiday Anniversary Day
Eastern Counties/North Bay/ Porcupine	Easter Monday Float Holiday
Lanark	Easter Monday Remembrance Day Anniversary Day
Renfrew County	Easter Monday Remembrance Day
Simcoe	Easter Monday Anniversary Day
Sudbury	Easter Monday Monday following the last weekend in February Float Day
Waterloo	Float Day

- 16.03 Holiday pay will be computed on the basis of the nurse's regular rate of pay.
- 16.04 A full-time nurse shall not be required to work any of the designated foregoing holidays. In the event that a full time nurse works on any of the foregoing designated holidays she shall be paid at the rate of one and one half times her regular straight time rate of pay for all hours worked on such holiday. In addition, she will receive an additional day off with pay.
- 16.05 A nurse who works Christmas/Boxing Day, shall not be required to work New Year's Eve Day/New Year's Day. The Employer will rotate the requirement to work Christmas/Boxing Day with New Year's Eve Day/New Year's Day on alternate years.

- 16.06 A part-time nurse shall be paid at the rate of time and one half her regular straight time hourly rate for all hours worked on the **recognized** holidays.
- 16.07 A tour that begins during the twenty-four (24) hour period of the above holidays, with the majority of hours worked to fall within the holiday, shall be deemed to be work performed on the holiday for the full period of the tour.
- 16.08 Where a holiday falls during a full-time nurse's scheduled vacation period, her vacation shall be extended by one day unless mutually agreed to schedule a different day off with pay. Where a holiday falls on a full-time nurse's scheduled day off, an additional day off with pay will be scheduled.
- 16.09 A nurse may accumulate up to two (2) lieu days which may be taken at her request, subject to service need, singularly or consecutively, or added to her vacation.
- 16.10 Part-time Holiday Pay (also see 24.08 (b))

**Brant-Norfolk-Haldimand:**

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

**Lanark:**

A part-time nurse who received pay for a minimum of 12 of the 28 days previous to the holiday but does not work on the holiday, shall receive a day's pay provided such nurse works or receives pay for the last scheduled shift prior to the holiday and the first scheduled shift after.

**Porcupine:**

Any part-time or casual nurse who works more than half (1/2) time in the four (4) weeks preceding a statutory holiday will be entitled to payment for the holiday on a proportionate basis.

**Simcoe**

In addition to payment for the day worked, a part-time nurse who qualifies under the provisions of the Employment Standards Act, shall be entitled to holiday pay for the **recognized** holidays. The amount of holiday pay shall equate to the average of the employee's daily hours, exclusive of overtime

for the days worked in the thirteen (13) week period immediately preceding a **recognized** holiday.

**Sudbury**

In addition to payment for the day worked, a part-time nurse who qualifies under the provisions of the **Employment Standards Act**, shall be entitled to holiday pay for the **recognized** holidays.

**ARTICLE 17 - VACATIONS**

17.01 Superior provisions are to be maintained for **Brant-Norfolk-Haldimand, Chatham-Kent and Simcoe** branches - four (4) weeks after one (1) year.

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

- (a) less than one (1) year of full time continuous employment - one point two five (1.25) days per month of full time continuous employment;
- (b) one (1) or more years but less than three (3) years of full time continuous employment - three (3) weeks;
- (c) three (3) or more years but less than fifteen (15) years of full-time continuous employment - four (4) weeks;
- (d) fifteen (15) or more years but less than twenty-five (25) years of full-time continuous employment - five (5) weeks;
- (e) twenty-five (25) or more years of full-time continuous employment - six (6) weeks.

**Lanark:**

All full-time nurses on staff January 20, 1992 shall be granted vacation with pay as follows:

- a) Less than one (1) year of employment - 1.67 days per month of employment.
- b) One or more years, but less than ten (10) years of employment - four (4) weeks vacation.

- c) Ten (10) years or more of employment - five (5) weeks of vacation.
- d) Twenty (20) years or more of employment - six (6) weeks of vacation.

All part-time nurses on staff January 20, 1992 shall be entitled to vacation time with pay based upon the applicable percentages provided in accordance with the vacation entitlement of full-time nurses.

All full-time nurses shall be granted vacation with pay as follows:

- (a) Less than one (1) year of full-time continuous service - 1.25 days per month of full-time continuous service.
- (b) One (1) or more years, but less than three (3) years of full-time continuous service - three (3) weeks.
- (c) Three (3) or more years but less than ten (10) years of full-time continuous service - four (4) weeks.
- (d) Ten (10) or more years but less than twenty (20) years of full-time continuous service - five (5) weeks.

All part-time nurses shall be entitled to vacation time with pay based upon the applicable percentage provided in accordance with the vacation entitlement of full-time nurses:

- |     |                            |     |
|-----|----------------------------|-----|
| (a) | Three (3) week entitlement | 6%  |
| (b) | Four (4) week entitlement  | 8%  |
| (c) | Five (5) week entitlement  | 10% |
| (d) | Six (6) week entitlement   | 12% |

Waterloo:

Full-time nurses shall receive vacation with pay in the fiscal year following having earned such entitlement as follows:

- (a) less than one (1) year of full-time continuous employment - 1.25 days per month of full-time continuous service;

- (b) one (1) or more years, but less than three (3) years of full-time continuous service - three (3) weeks;
- (c) three (3) or more years, but less than twenty-one (21) years of full-time continuous service -- four (4) weeks;
- (d) twenty-one (21) or more years of full-time continuous service - five (5) weeks.

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

- (a) less than one (1) year of continuous employment - 1.25 days per month;
- (b) one (1) or more years, but less than three (3) years of continuous service - three (3) weeks per year;
- (c) three (3) or more years, but less than twenty-one (21) years of continuous services - four (4) weeks per year;
- (d) twenty-one (21) or more years of continuous service - five (5) weeks per year.

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

Brant-Norfolk-Haldimand, Simcoe branches:

four (4) week entitlement	8% of gross earnings
five (5) week entitlement	10% of gross earnings
six (6) week entitlement	12% of gross earnings

Brockville-Leeds-Grenville, and Eastern County branches:

three (3) week entitlement	6% of gross earnings
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North Bay branch:

two (2) week entitlement	4% of gross earnings
three (3) week entitlement	6% of gross earnings
four (4) week entitlement	8% of gross earnings



Lanark, Porcupine, Renfrew County, Sudbury branches:

three (3) week entitlement	6% of gross earnings
four (4) week entitlement	8% of gross earnings
five (5) week entitlement	10% of gross earnings
six (6) week entitlement	12% of gross earnings

- 17.03 For the purpose of vacation entitlement, service for those nurses whose status is changed from part-time to full-time or vice versa shall mean the combined service as a part-time and full-time nurse accumulated on a continuous basis. For the purpose of this article, fifteen hundred (1500) hours of part-time service shall equal one (1) year of full-time service.
- 17.04 When a nurse's employment is terminated by the Employer for any reason, full payment for vacation earned, but not taken, will form part of such nurse's termination. If vacation has been received by the nurse over and above the vacation she is entitled to pursuant to the terms of this agreement, there shall be deducted from the salary of the nurse or refunded to the Employer by the nurse an equal amount equivalent to the pay for vacation received without entitlement.
- 17.05 Requests for prime time summer vacation (July and August) shall be submitted in writing by April 1<sup>st</sup>. The Employer will post the final vacation list by May 1<sup>st</sup>. All other vacation requests shall be submitted in writing at least one (1) month in advance, and the Employer shall reply to the request within one (1) week.
- 17.06 Vacation Scheduling:
- (a) The vacation quota shall not be unduly restrictive and shall only include members of the bargaining unit.
  - (b) In the event of conflict, seniority shall govern with respect to scheduling of vacations.
  - (c) A week of vacation shall be defined as seven (7) consecutive calendar days which includes five (5) vacation days and two (2) days off.
  - (d) Vacation may commence on any day of the week.
  - (e) Weekends prior to and following scheduled vacation will be scheduled off.

- (f) Single vacation days may be granted as long as the nurse provides three (3) working days notice and subject to operational requirements.
- (g) Where an employee's scheduled vacation is interrupted due to **hospitalization/serious** illness which commenced prior to and continues into scheduled vacation period, the period of such illness may be considered sick leave. The portion of the employee's vacation which is deemed to be sick leave under this provision will not be counted against the employee's vacation credits.
- (h) Where a full-time nurse's scheduled vacation is interrupted due to a bereavement, the nurse shall be entitled to bereavement leave. The portion of the employee's vacation which is deemed to be bereavement leave under this provision will not be counted against the employee's vacation credits.
- (i) A nurse may not change her **authorized** vacation time without a written request from the nurse and the prior approval of the Employer.
- (j) The winter school break vacation shall be rotated among interested nurses.
- (k) The parties agree that annual vacation is intended to be taken in total each year. Where a nurse is unable to take her entire vacation entitlement, it shall be paid out at the fiscal year end.
- (l) Vacation may not be carried over from one (1) fiscal year to the next, except that a maximum of five (5) days may be carried over, with the written permission of the Executive Director or her designate.

**ARTICLE 18 - SICK LEAVE**

- 18.01 Full-time nurses will accumulate sick leave on the basis of one and one half (1½) working days for each month of service up to a maximum of one hundred and twenty (120) days.
- 18.02 (a) Sick leave credits will continue to accrue for all nurses during such time as the nurse may be absent on sick leave. Designated holidays and regular days off shall not form part of the illness period.

(b) When a nurse is ill she shall receive her regular pay from these credits.

18.03 (a) Brant-Norfolk-Haldimand/Chatham-Kent/Eastern Counties/Porcupine/Simcoe/Sudbury

When a nurse transfers from another branch of the Victorian Order of Nurses, the Employer will assume responsibility for any accumulated sick leave of such nurse to a maximum of one hundred and twenty (120) days.

(b) Brockville-Leeds-Grenville/Lanark

When a nurse transfers from another branch of the Victorian Order of Nurses, the Employer will assume responsibility for any accumulated sick leave of such nurse up to a maximum of 30 days.

18.04 A nurse shall be entitled to an annual statement of her sick leave credit. This statement shall be given to the nurse on or before the end of April of each year of her employment.

18.05 If a physician's certificate is requested, the Employer shall pay any fee for such certificate which is not payable by the nurses' health insurance plan.

18.06 Where applicable, a nurse who transfers from full-time to part-time status may have her unused sick leave credits restored to her, should she re-join the full-time staff without a break in service. Eastern Counties, **Brockville-Leeds-Grenville** and **Sudbury** branches retain credits for one (1) year. **Lanark** branch retains credits for three (3) years. **Renfrew** County branch retains credits indefinitely.

18.07 ( a ) Chatham-Kent/Sudbury

Time granted for medical and dental appointments will be considered as sick leave.

(b) Renfrew County

Where nurses are unable to schedule medical and dental appointments outside working hours, time off from regularly scheduled working hours may be granted for personal appointments at the discretion of the Executive Director or designate and will be charged against the nurse's sick leave accumulation credits in one (1)

hour blocks to a maximum of fifteen (15) hours per calendar year. such leave will not be unreasonably withheld.

(c) Simcoe

Time granted for medical and dental appointments of one (1) day or more will be considered as sick leave. Time off for a shorter period may be granted at the discretion of the Nursing Supervisor.

18.08 Modified Work

- (a) The Employer will notify the Local Nurses' Association of the names of all nurses off work due to work related injury (whether or not the nurses are in receipt of WCB Benefits) and those on LTD by the 15th of each month.
- (b) A modified work program may be made available for nurses returning from illness or injury compensable under the Workers' Compensation Act or LTD.
- (c) The Employer will notify the local nurses' Association of the name of any nurse returning to work on a modified/light/alternate work program.
- (d) Prior to any nurse returning to work on a modified/light/ alternate work program, the Employer will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the Local Executive to negotiate a back-to-work program for the nurse. The unavailability of a staff representative of the Association shall not delay such meeting.
- (e) The Employer agrees to provide the nurse with a copy of the Workers' Compensation Board, Form 7, at the same time it is sent to the Board.
- (f) Porcupine

The employee shall supply the Employer with a copy of the Form 6 at the same time it is sent to the Workers' Compensation Board.

**ARTICLE 19 - PENSION AND GROUP BENEFITS**

- 19.01 A V.O.N. Pension Plan is maintained at a National level. **Enrollment**, participation and contributions by the nurses and the Employer will be in accordance with the terms and conditions of that Plan.
- (a) All full-time nurses who are presently enrolled in the Employer's pension plan shall maintain their **enrollment** in the Plan. Full-time nurses employed, but not yet eligible for membership in the Plan, shall, as a condition of employment, enrol in the Plan when eligible.
  - (b) Part-time nurses may participate in the **VON** Canada Pension Plan.
- 19.02 A. **Lanark**: A retirement allowance, in addition to any vacation salary due, shall be given the employee leaving the Order at or **after** normal pensionable age as follows:
- After fifteen (15) years' continuous service - two (2) months' salary. For each additional twelve (12) months of service, inclusive of vacation, the employee shall be given an additional four (4) days' salary up to a maximum of four (4) months for twenty-five (25) years' service.
- B. **Porcupine**: Any nurse who would qualify for a retirement allowance under the current **VON** policy will continue to be entitled to the retirement allowance. This policy states:
- "Employees retiring at normal retirement pensionable age or after and with 15 years of continuous service as at December 31, 1990 are entitled to two (2) months' salary. For each additional year of service, the employee is entitled to an additional four (4) days of salary up to a maximum of four (4) months".
- 19.03 During the term of this agreement, current benefits apply.
- The Employer shall contribute towards the premium coverage of participating eligible nurses in the active employ of the Employer under the insurance plans set out below, subject to their respective terms and conditions including any **enrollment** requirements:
- (a) one hundred percent (100%) of the billed premium towards the coverage of eligible nurses in the active employ of **VON** under the Ontario Health Insurance Plan through the Employer Health Tax.

(b) Life Insurance

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

(c) Extended Health

Brant/Chatham-Kent/Eastern Counties//North Bay/Porcupine/  
Renfrew County/Waterloo

fifty percent (50%) of the billed premium towards coverage of eligible nurses in the active employ for the Extended Health Care Benefits as provided under the V.O.N. National Group Insurance Plan, provided that the balance of the premium is paid by each nurse through payroll deductions.

Brockville-Leeds-Grenville - 90% - includes semi-private room  
Lanark - 50% - 10/20 includes private room  
Simcoe - 100% - 1 0/20 includes semi-private room  
Sudbury - 75% - in National Plan

(d) Dental Plan

fifty percent (50%) of the billed premium towards coverage of eligible nurses in the active employ of the V.O.N. for the Dental benefits as provided under the V.O.N. National Group Insurance Plan which is to be equal to Blue Cross #9, provided that the balance of the premium is paid by each nurse through payroll deductions.

Brockville-Leeds-Grenville - 90% Employer paid  
Simcoe - no Plan  
Sudbury - 75% Employer paid

## (e) Long-term Disability

Full-time nurses have access to the National Long-term Disability Plan, subject to its terms and conditions on the basis of one hundred percent (100%) employee paid premiums.

Brockville-Leeds-Grenville/Lanark - no Plan

Chatham - costs shared by Employer and employee

Simcoe - costs shared by Employer and employee - not in National Plan

- 19.04 The Employer may substitute another carrier for any of the foregoing plans (other than OHIP) provided that the level of benefits conferred thereby are not decreased. The Employer will advise the Association of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.
- 19.05 The Employer shall provide each nurse with information booklets outlining the current provisions in the insured benefit plans set out above. Upon request, the Employer will make the plans available to the Association for inspection.
- 19.06 Eastern Counties - It is agreed that regular part-time employees employed as at February 4th, 1992 who work half time or more may continue to participate in the National Group Benefit Plan. Employees choosing to leave the Plan may not re-enter the Plan unless they transfer to full-time status.
- 19.07 Simcoe - The Employer shall continue to pay its portion of the premium for applicable benefits for a maximum period of eighteen (18) months.
- 19.08 Eastern Counties/Brockville-Leeds-Grenville/Lanark/North Bay/Porcupine/Sudbury/Renfrew County - In the case of unpaid leaves of absence because of maternity or parental leave or when a nurse is in receipt of Workers' Compensation benefits, the Employer will continue to pay its share of the subsidized employee benefits for a maximum Of thirty-five (35) weeks in the case of maternity/parental benefits, unless the nurse indicates in writing that she does not wish to continue her participation in the benefit plans, and for a maximum of one (1) year in the case of Workers' Compensation benefits unless the nurse does not pay her share of the contributions.

**ARTICLE 20 - SKILLS DEVELOPMENT AND TRAINING**

20.01 The Employer and the Association **recognize** their joint **responsibility and** commitment to provide and participate in the professional development of staff.

20.02 In recognition of the importance of employees continuing professional development, the Employer will give special consideration to requests for special work arrangements to allow employees to pursue educational opportunities.

20.03 The parties may also attempt to negotiate with local educational institutions to provide specific courses and/or discounts to meet educational needs of nurses.

20.04 Nurses with special skills or training will be identified as peer resource person and nurses will be encouraged to make use of these resource persons.

20.05 Where there is a requirement for needed and new skills to be implemented, the initial training will be offered first to the full-time nurses and secondly the part-time, in order of seniority within each team, with the goal of covering the branch area where the skill is required.

20.06 The Employer will cover the total cost of the initial training for needed and new skills. If the Employer does not have the resources to cover the total cost, the Employer will look to cost sharing strategies with the Association or individual employee. (Eg. Employer covers the cost of the trainer, location, and supplies and the employee attends on her own time.)

20.07 It is expected that following initial training for needed and required skills, the nurse will have the responsibility for maintaining ongoing competence, by **utilizing** her skills in the workplace or attending inservices.

20.08 **Technological Change**

When the Employer introduces new equipment, all staff shall **receive** training and ongoing education in order to **optimize** maximum efficiency with the new equipment.

Where computers are introduced into the workplace and nurses are required to **utilize** those computers in the course of their duties, the



Employer agrees that necessary computer training will be provided at no cost to the nurses involved.

## **ARTICLE 21 - MISCELLANEOUS**

- 21.01 The Employer shall provide a bulletin board in each office for the sole use of the Association.
- 21.02 A copy of this Agreement in a mutually agreed form will be issued to each nurse now employed and as employed. The cost of printing this agreement shall be equally shared between the Association and the Employer.
- 21.03 Pay will be deposited twice per month or **bi-weekly** into the employee's bank account by direct deposit, with a clarified, **itemized** statement of all deductions, premiums and changes in increment in a sealed envelope. Nurses leaving the employ of the Employer shall be paid all outstanding monies as above, on the next regularly scheduled pay period.
- 21.04 Each nurse shall keep the Employer informed of changes to relevant employment information.
- 21.05 Where a medical examination is required to comply with the statute, a nurse may choose her personal physician.
- 21.06 Prior to effecting any changes in the Employer's policies or rules, which would affect nurses covered by this agreement, the Employer shall first discuss such proposed changes at the Association Management Meeting.
- 21.07 (a) Eastern Counties
- It is agreed that the Employer will pay the cost of the **immunization** vaccine against hepatitis B for those nurses who choose to be **immunized**.
- (b) Simcoe
- The Employer agrees to reimburse nurses the cost of the **Hepatovax** Vaccine where the nurse so requests and provides a receipt indicating that she has received the Vaccine.

(c) Chatham-Kent

The costs of any medical examination, **re-examination** tests, x-rays or **immunization** required by the Employer will be borne by the Employer if not covered by the nurse's insurance. This will include any charge levied for filling out forms required by the Employer.

21.08

Brockville-Leeds-Grenville(a) Transfers from one Branch to another Branch

A nurse transferring from another Branch of the Order shall retain her years of service for vacation entitlement earned at the former Branch.

(b) Grid Level

When a nurse receives a lateral transfer to the **Brockville-Leeds-Grenville** Branch, the grid level attained at the former Branch will be maintained.

(c) Pension Plan

When a nurse transfers to the **Brockville-Leeds-Grenville** Branch she must maintain membership in the **VON** Pension Plan.

Lanark

All of the above (a-c) apply.

## (d) Anniversary Date

The date of hire at the **Lanark** Branch will be the anniversary date.

## (e) Retirement Allowance

When a nurse transfers from another Branch the **Lanark** Branch will assume responsibility for any retirement allowance for the nurse in question.

**ARTICLE 22 - OVERTIME AND PREMIUM PAYMENTS**

- 22.01 (a) All time worked in excess of a seventy-five (75) hour fortnight shall be considered overtime. Overtime shall be subject to the following conditions:
- i) Any work assigned by the Employer to a part-time nurse in excess of seven and one half (7½) hours or four-hundred fifty (450) minutes or thirty (30) units per tour will be considered overtime subject to premium payment.
  - ii) Notwithstanding the above, given the ability to flex start and finish times and length of work day according to client/caseload needs, nurses may choose to work longer than seven and one half (7½) hours or four-hundred fifty (450) minutes or thirty (30) units per tour. Such choice shall not be considered overtime.
  - iii) Time up to and including fifteen (15) minutes shall not be counted.
- (b) Where a nurse works overtime as set out above, the nurse shall be paid either one and one-half (1½) times the nurse's regular straight time hourly rate for the overtime worked, or compensatory time off (where applicable) at one and one-half (1½) times in lieu. At the beginning of each fiscal year the nurse will indicate in writing her choice of compensation for overtime worked or time off in lieu of payment. Overtime premium shall not be duplicated for the same hours worked, nor shall overtime be pyramided with any other premiums payable.

If a branch is not listed under 22.02, it is not applicable.

22.02 (a) **Brant-Norfolk-Haldimand/Lanark/Chatham-Kent**

A nurse shall be paid double her regular straight time hourly rate for all hours worked in excess of seven and one-half (7 1/2) hours on any tour for which she receives time and one-half (1 1/2) her regular straight time hourly rate.

(b) Brant-Norfolk-Haldimand

A nurse will not be scheduled to work more than one (1) weekend in four (4) and, in the event a nurse is required to work on a weekend which contravenes this provision, all hours worked on such weekend shall be paid at the rate of time and one-half (1 1/2) the nurse's regular hourly rate of pay. The premium payment shall not apply where the nurse works the weekend as a result of an exchange of weekends with another nurse.

(c) Lanark

If a nurse is required to work a second consecutive and subsequent weekend, she will receive premium payment of time and one-half (1 1/2) for all hours worked on that weekend and subsequent weekends until a weekend is scheduled off, save and except where:

1. such weekend has been worked by a nurse to satisfy specific days off requested by such nurse;
2. such nurse has requested weekend work; or
3. such weekend was worked as a result or exchange with another nurse.

(d) Renfrew County

The posted work schedule shall provide a minimum of sixteen (16) hours off between scheduled tours. Failure to provide sixteen (16) hours off between scheduled tours shall result in premium pay of time and one-half (1 1/2).

If a full-time or regular part-time nurse is required to work a second consecutive and subsequent weekend she will receive premium payment of time and one-half (1 1/2) for all hours worked on that weekend except where:

1. such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
2. such nurse has requested weekend work; or

3. such weekend is worked as a result of an exchange of shifts with another nurse; or
4. such weekend worked is in conjunction with a designated holiday.

(e) Sudbury

A nurse will receive time and one-half (1 1/2) her regular straight time hourly rate for all hours worked on a second subsequent and consecutive weekend except where:

1. such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
2. such nurse has requested weekend work; or
3. such weekend is worked as a result of an exchange of shifts with another nurse; or
4. such weekend worked is in conjunction with a designated holiday.

If a branch is not listed under 22.03, it is not applicable.

22.03

Call-in/Call-back

(a) Brant-Norfolk-Haldimand/Simcoe:

A nurse who is called into work from standby shall receive compensating time at the rate of time and one half (1½) for all hours worked with a minimum guarantee of two (2) hours pay at straight time in addition to standby pay.

Hours worked shall include travel time required to make the visit(s) for which the nurse is called in from standby.

Full-time and permanent part-time nurses assigned to evening visits following completion of their tour, shall receive, for all time worked during such visits, compensating time off at the rate of time and one half (1½) with a minimum guarantee of two (2) hours pay at straight time. Part-time nurses shall receive payment as indicated above instead of compensating time off.

A nurse who is not assigned to standby or evening visits and who has completed her regularly scheduled tour and is called back to work shall receive time and one half (1½) her regular straight time hourly rate for all hours worked with a minimum guarantee of two (2) hours pay at straight time.

(b) Brockville-Leeds-Grenville/Lanark:

- i) Where a nurse is called in to work outside her regularly scheduled working hours, or where a nurse is called back from standby, she shall receive time and one half (1½) her regular straight time hourly rate for all hours worked with a minimum guarantee of two (2) hours pay at time and one half (1½) her regular straight time hourly rate except to the extent that such two (2) hour period overlaps or extends into her regularly schedule shift. In such a case, she will receive time and one half (1½) her regular straight time hourly rate for actual hours worked up to the commencement of her regular shift.
- ii) A nurse who is called in shall receive a minimum of four (4) hours of pay at the regular straight time hourly rate. She shall be required to perform any nursing duties assigned by the branch which she is capable of doing, if her regular duties are not available. Nurses who are required to come into work by the Executive Director or the Nursing Supervisor or designate with less than one (1) hour's notice, and who are consequently unable to arrive for work until after the tour has commenced shall be paid as though they had worked from the beginning of the tour provided the nurse reports within one (1) hour of the call.

(c) Chatham-Kent:

A nurse who is called into work from standby shall be granted compensating time off with a minimum entitlement of two (2) hours at straight time in addition to standby pay.

Nurses who are called in after completion of their shift shall receive for all time worked during such visits, compensating time off at the rate of time and one half (1½) with a minimum entitlement of two (2) hours at straight time.

(d) **Eastern Counties:**

An employee who has arrived at her residence following the completion of her regular shift and is required to report back to work before commencement of her next scheduled tour shall be paid time and one half (1½) her regular hourly rate of pay.

(e) **North Bay/Porcupine:**

Where a nurse is called in to work outside her regularly scheduled working hours, or where a nurse is called back from standby, she shall receive time and one half (1½) her regular straight time hourly rate for all hours worked with a minimum guarantee of three (3) hours pay at her regular straight time hourly rate except to the extent that such three (3) hour period overlaps or extends into her regularly scheduled shift. In such a case, she will receive time and one half (1½) her regular straight time hourly rate for actual hours worked up to the commencement of her regular shift.

(f) **Renfrew County:**

An employee who has arrived at her residence following the completion of her regular shift or where a nurse is called in from standby and is required to report back to work before commencement of her next scheduled tour shall be paid time and one half (1½) her regular hourly rate for all hours worked including portal to portal travel time with a minimum guarantee of three (3) hours pay at her regular straight time hourly rate except to the extent that such three (3) hour period overlaps or extends into her regularly scheduled shift. In such a case, she would receive time and one half (1½) her regular straight time hourly rate for actual hours worked up to the commencement of her regular shift.

(g) **Simcoe:**

A nurse who is called to work from standby shall be granted compensating time off, with a minimum entitlement of two (2) hours at straight time. Where a nurse working on a weekend has a waiting period between scheduled visits, she shall be paid standby for the period to a maximum of two (2) hours standby pay.

(h) Sudbury:

Where a nurse has completed her regularly scheduled tour and is called in to work outside her regularly scheduled working hours, she shall receive:

- i) from 1600 to 2400 hours - time and one half (1 ½) the regular straight time hourly rate for all hours worked with a minimum four (4) hours pay at straight time for the entire call-in period.
- ii) from 2400 to 0800 hours - time and one half (1½) the regular straight time hourly rate for each call-out with a minimum four (4) hours pay at straight time.
- iii) there shall be a minimum of two (2) hours at straight time paid for scheduled night calls.

The on-call premium shall cease during the call-back period.

(i) Waterloo:

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

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

22.04 Standby/On Call

- (a) Brant-Norfolk-Haldimand - \$2.30 for each hour
- (b) Brockville-Leeds-Grenville - \$1.05 per hour for the period
- (c) Chatham-Kent - \$2.10 per hour - minimum of 2 hours for call-in, in addition to standby pay guarantee
- (d) Eastern Counties - \$1.50 per hour for the period
- (e) Lanark - \$2.30 per hour for the period



- (f) North Bay - \$2.00 per hour for the period
- (g) Porcupine - outside regular hours - \$1.55 per hours  
- on a paid holiday - \$2.00 per hour

Standby pay shall, however, cease where the nurse is called in to work and works during the period of standby.

- during regular hours - \$1.55 per hour

- (h) Renfrew County - \$2.00 per hour for the period

Standby shall cease where a nurse is called into work and works during the period of standby.

- (i) Simcoe - \$2.25 per hour

A nurse who is called to work from standby shall be paid as per the call-in provision in 22.03 (g).

- (j) Sudbury - \$2.00 per hour outside regular hours for each assignment.

- (k) Waterloo - \$2.10 per hour for all hours on standby

## 22.05 Shift Premium

Where a nurse is assigned to work on the evening or night tours, she shall be paid a premium for all hours worked where the majority of the hours worked fall between 1630 hours and 0800 hours as follows:

Brant-Norfolk-Haldimand/North Bay/Simcoe - sixty (60) cents per hour.

Brockville-Leeds-Grenville/Eastern Counties/Renfrew County - fifty (50) cents per hour.

Chatham-Kent - Nurses assigned to evening visits shall receive for all time worked during such visits, compensating time off at the rate of time and one half (1½) with a minimum entitlement of two (2) hours at straight time.

Lanark - sixty (60) cents per hour, provided that such hours exceed two (2) hours if worked in conjunction with the day shift.

Porcupine - forty-five (45) cents per hour for evenings and sixty (60) cents per hour for nights, provided that such hours exceed two (2) hours if worked in conjunction with the day shift.

Sudbury - seventy-five (75) cents per hour.

Waterloo - forty-five (45) cents per hour.

If a branch is not listed under 22.06, it is not applicable.

22.06 Weekend Premium

Where a nurse is assigned to work on a weekend, she shall be paid a premium for all hours worked between 2400 hours Friday and 2400 hours Sunday. Such premium shall not apply to part-time nurses who are hired to work exclusively on weekends.

Eastern Counties - twenty-five (25) cents per hour.

Lanark - forty-five (45) cents per hour. If a nurse is receiving premium pay for a second and subsequent weekend, she will not receive weekend premium under this provision.

North Bay/Porcupine/Sudbury - forty-five (45) cents per hour.

Renfrew County - fifty (50) cents per hour for each hour worked between 1630 hours Friday and 0800 hours Monday.

If a branch is not listed under 22.07, it is not applicable.

22.07 Responsibility Pay

Brant-Norfolk-Haldimand:

Whenever a nurse is temporarily assigned by the Employer to replace a Supervisor for a period of one (1) day or longer, she shall be paid an allowance of seven (7) dollars per day in addition to her regular salary.

**Brockville-Leeds-Grenville:**

A nurse who is designated to be in charge in the absence of the nursing supervisor shall be paid thirty (30) cents per hour for each hour so worked in addition to her regular rate of pay.

**Chatham-Kent:**

Whenever a nurse is designated to be "in-charge" on a weekend or on a paid holiday, she shall be paid a responsibility allowance of forty-five (45) cents per hour for all hours worked while so designated.

**Eastern Counties:**

When a nurse is designated to be Team Leader, she shall receive a premium of sixty (60) cents for each hour so worked in addition to her regular rate of pay.

**Lanark:**

A nurse who is designated to temporarily relieve the Executive Director shall be paid one dollar and thirty-three cents (\$1.33) per hour for each hour so worked in addition to her regular rate of pay.

A nurse who is designated to be in charge in the absence of the nursing supervisor shall be paid sixty (60) cents per hour for each hour so worked in addition to her regular rate of pay.

**North Bay:**

A nurse required to act as Added Responsibility Nurse will receive sixty (60) cents per hour premium pay during the period 0800 hours to 1630 hours on weekends and paid holidays.

**Porcupine:**

A nurse who is designated to temporarily relieve the Executive Director shall be paid one dollar and fifty cents (\$1.50) per hour for each hour so worked in addition to her regular rate of pay.

Renfrew County:

When a nurse is designated to be in charge in the absence of the Executive Director or supervisor, she shall receive a premium of sixty (60) cents for each hour so worked in addition to her regular rate of pay.

Simcoe:

The Team Leader rate will be a nine hundred dollar (\$900.00) flat rate increase over the present grid for Registered Nurses and an nine hundred dollar (\$900.00) flat rate increase over the present grid for Public Health Nurses.

A nurse who is appointed to perform the Team Leader's duties in the Team Leader's absence will receive a pro-rata of the above-noted rate in the amount of three dollars and forty-six cents (\$3.46) per day.

Sudbury:

A nurse required to act as Team **Co-ordinator** will receive a premium pay of forty-five (45) cents per hour for hours spent as Team **Co-ordinator**.

When a nurse is assigned to be weekend/designated holiday **co-ordinator** during the day shift, she shall receive premium pay of sixty (60) cents per hour for each hour so worked in addition to her regular rate of pay.

If a branch is not listed under 22.08, it is not applicable.

## 22.08

Reporting Pay

- (a) Chatham-Kent/Eastern Counties/North Bay/Porcupine/Renfrew County/Waterloo

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

(b) **Brant-Norfolk-Haldimand/Sudbury**

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

(c) **Brockville-Leeds-Grenville**

A nurse who reports for work as scheduled and is not required to work, shall receive a minimum of four (4) hours of pay at the regular straight time hourly rate. She shall be required to perform any nursing duties assigned by the branch which she is capable of doing, if her regular duties are not available. Nurses who are required to come into work by the Executive Director or the Nursing Supervisor or designate with less than one (1) hour's notice, and who are consequently unable to arrive for work until after the tour has commenced shall be paid as though they had worked from the beginning of the tour provided the nurse reports within one (1) hour of the call.

(d) **Lanark**

A nurse who reports for work as scheduled and is not required to work shall receive a minimum of four (4) hours of pay at the regular straight time hourly rate. She shall be required to perform any nursing duties assigned by the branch which she is capable of doing, if her regular duties are not available. Nurses who are required to come into work by the Executive Director or the Nursing Supervisor or designate with less than one (1) hour's notice, and who are consequently unable to arrive for work until after the tour has commenced shall be paid as though they had worked from the beginning of the tour.

(e) **Simcoe**

A part-time nurse who reports for work as scheduled shall receive a minimum of three and one-half (3 1/2) hours pay at her straight time hourly rate.

**ARTICLE 23 - TRANSPORTATION ALLOWANCE**

23.01 (a) The parties agree to reduce the present collective agreement reimbursement amount for transportation to twenty-five (25) cents per kilometre. All other language in the present collective agreements shall remain as listed below. The Employer will provide copies of any additional transportation policies to the Association within thirty (30) days of ratification.

(b) **Brant-Norfolk-Haldimand:**

Where a nurse is reassigned to another office on a temporary basis and such reassignment results in a nurse having to travel a greater distance than to and from her normal office, she shall be paid the car allowance for the additional kilometres she is required to travel.

(c) **Brockville-Leeds-Grenville/Lanark:**

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.

Employees who drive a fleet vehicle are to take responsibility for ensuring that the car is maintained in accordance with Branch procedures.

(d) **Chatham-Kent:**

The Employer shall maintain the car owned by the Employer and used by the nurse in the course of her duties. The nurse in whose charge the car may be left from time to time shall report to the Employer any defect or unfitness of the car which may be known to her.

Where it becomes necessary for a nurse to make service arrangements, pick up rental cars or have cars cleaned it shall be done during the nurse's normal working hours.

(e) North Bay:

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

(f) Porcupine:

Nurses who are working away from their home base and who are caught in inclement weather conditions that prevent their return to their home shall be provided with adequate accommodations and meals until the danger of travel is over.

If during field duties, weather conditions preclude the continuation of duties, the nurse may upon receiving permission return to the office or her home. Such permission will not be unreasonably denied.

A nurse shall not lose salary or benefits in the case of extreme inclement weather.

(g) Renfrew County:

**Kilometrage** shall be measured from the first patient visit or the VON office/sub-office as **authorized** and to the last patient visit or VON office/sub-office.

Where the nurse makes a visit to a single patient while on standby, **Kilometrage** shall be measured from the nurse's home to the patient's home and return to the nurse's home. It is expressly understood that there is not **Kilometrage** payment for Shift Duty nursing.

(h) Simcoe County:

Effective April 1, 1996, all nurses shall use their own car for travel on VON business.

As a condition of employment, a part-time nurse must have a car at her disposal.

(i) Sudbury:

Nurses currently driving their own vehicle shall be obliged to continue to do so. If a nurse wishes to be provided with a fleet vehicle, such request must be made in writing. A vehicle shall be provided as soon as available on a temporary basis as agreed upon by the nurse and Executive Director.

Nurses currently driving fleet cars or who have requested and are provided with fleet cars must continue to do so. If a nurse wishes to drive her own car, such request shall be made in writing and mutually agreed upon by the nurse and the Executive Director.

(j) Waterloo:

A mileage allowance will be paid for all kilometres driven by a nurse commencing from the home of their first client or Branch office and ending at the home of the last client or Branch office.

ARTICLE 24 - COMPENSATION

24.01 The salary rates in effect during the term of this Agreement shall be those set forth in Appendix A attached to and forming part of this Agreement.

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

24.03 Previous Experience Credit

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



The Employer shall assess the applicability of the previous experience during the nurse's probationary period and shall place the nurse at an appropriate level on the wage grid to be effective upon completion of the probationary period. Such placement shall not exceed the sixth level of the wage grid and shall be on the basis of one increment for each year of VON nursing experience and one increment for each two years of hospital nursing experience.

For Porcupine, placement on the grid shall be up to the maximum level on the wage grid.

- 24.04** An annual increment shall be effective on each nurse's anniversary date of employment and after each fifteen hundred (1,500) hours paid in the case of part-time nurses.
- 24.05** When a new classification within the Bargaining Unit is established by the Employer, or the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, or where a nurse alleges she has been improperly classified, the Employer shall advise the Association of such new or changed classification and the rate of pay established. If requested, the Employer agrees to meet with the Association to review the appropriate rate of pay, providing any such meeting shall not delay the implementation of the new classification. Where the Association challenges the rate of pay established by the Employer and the matter is not resolved following any meeting with the Association, a grievance may be filed at Step 1 of the grievance procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the grievance procedure it may be referred to arbitration.
- Any change in the rate established by the Employer through meetings with the Association or by a Board of Arbitration shall be retroactive to the time at which the new or changed classification was first filled.
- 24.06** A full-time nurse who is transferred to part-time status or vice-versa shall be placed at the same step on the respective wage grid.
- 24.07** A part-time nurse who is temporarily replacing a full-time nurse shall continue to be treated as a part-time nurse.

24.08 Percentage in Lieu

- (a) In lieu of the benefits set out in Article 18, part-time and casual nurses shall receive a percentage 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.
- (b) It is understood and agreed that holiday pay is included within the percentage in lieu for all branches except as noted below. In the following branches, if a part-time nurse qualifies under the provisions of the Employment Standards Act, she shall be entitled to holiday pay for the **recognized** holidays. The amount of holiday pay shall equate to the average of the employee's daily hours exclusive of overtime, for the days worked in the thirteen (13) week period immediately preceding a **recognized** holiday. Affected branches are **Brant-Norfolk-Haldimand, Lanark, Simcoe and Sudbury**. Staff in the Porcupine branch qualify if they work more than half (½) time in four (4) weeks. (also see 16.10)
- (c) The following percentages in lieu apply:

	<u>In Pension Plan</u>	<u>Not in Pension Plan</u>
Brant-Norfolk-Haldimand	6%	10.0%
Brockville-Leeds-Grenville	6.5%	10.5%
Eastern Counties		6.5%
Lanark	6.5%	10.5%
North Bay	6%	8.0%
Porcupine		6.5%
Renfrew County	5%	10.0%
Simcoe	5%	10.0%
Sudbury	6%	10.0%
Waterloo		7.0%

**ARTICLE 25 - PROFESSIONAL RESPONSIBILITY**

25.01 Lanark

In the event that the Employer assigns a number of patients or a workload to an individual nurse or group of nurses such that she or they have cause to believe that she or they are being asked to perform more work than is



consistent with proper patient care she or they may refer the matter in writing to the Association Management Committee within thirty (30) calendar days. The Chairman of the Association Management Committee shall convene a meeting of the Association Management Committee within ten (10) calendar days of the referral. The Committee shall discuss and attempt to resolve the matter to the satisfaction of both parties.

**25.02**      Porcupine

In the event that the Employer assigns a number of patients or a workload to an individual nurse or a group of nurses such that she or they have cause to believe that she or they are being asked to perform more work than is consistent with proper patient care, she or they shall:

- (a) Submit the complaint to the immediate supervisor forthwith. Failing settlement, she may complain in writing to the Labour-Management Committee within fifteen (15) calendar days of the alleged improper assignment. The Chairperson of the Labour-Management Committee shall convene a meeting of the Labour-Management Committee within ten (10) calendar days of the filing of the complain. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.

**ARTICLE 26 - DURATION**

**26.01**      This Agreement shall continue in effect until March 31, 1998 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.

**26.02**      Notice that amendments are required or that either party desires to terminate this agreement may only be given within a period of ninety (90) days prior to the expiration date of this agreement or to any anniversary of such expiration date.

**26.03**      All terms of the collective agreement shall become effective upon date of ratification by both parties to the agreement unless specifically stated otherwise in the agreement. Salary rates shall be effective on the dates and in the amounts stipulated in Appendix A.

Dated at Toronto, Ontario, this 31st day of October, 1997.

For Victorian Order of Nurses

For Ontario Nurses' Association

Sandra L. Harrington  
Mary McBride  
K. Gray  
Janice Beye  
W. B. Johnson  
Ward Jones

Ann Beddis  
Lucy Lane  
Rebecca J. Bester  
Mary Hedder

**APPENDIX A  
HOURLY RATES  
SALARY SCHEDULE**

**REGISTERED NURSE**

VON Branch	1	2	3	4	5	6	7	8	9	10
Brant	17.64	18.16	18.93	19.69	20.21	20.72	21.49	22.00	22.77	23.80
Brockville	17.54	18.06	18.72	19.59	20.36	20.72	21.24	21.90	22.67	23.70
Chatham	18.85	19.25	19.66	20.07	20.47	20.88	21.28	21.68	22.07	22.46
Eastern Cts.	17.64	18.15	18.92	19.69	20.21	20.72	21.49	22.00	22.77	23.79
Lanark	17.64	18.16	18.93	19.69	20.21	20.72	21.49	22.00	22.77	23.80
North Bay	18.37	18.87	19.36	19.85	20.34	20.83	21.32	21.67	22.02	22.37
Porcupine	17.57	18.09	18.75	19.62	20.39	20.75	21.27	21.93	22.70	23.73
Renfrew Cty	17.64	18.16	18.93	19.69	20.21	20.72	21.49	22.00	22.77	23.80
Simcoe	17.64	18.16	18.93	19.69	20.21	20.72	21.49	22.00	22.77	23.80
Sudbury	17.643	18.156	18.925	19.694	20.207	20.72	21.489	22.002	22.771	23.797
Waterloo	17.73	18.16	18.82	19.69	20.46	20.82	21.34	22.00	22.77	23.80

**REGISTERED PRACTICAL NURSE  
PORCUPINE BRANCH**

1	2	3	4	5	6	7
13.98	14.45	14.93	15.40	15.87	16.35	16.82

**B.ScN./PHN**

VON Branch	1	2	3	4	5	6	7	8	9	10
Brant	18.14	18.65	19.42	20.19	20.70	21.21	21.95	22.42	23.26	24.29
Brockville	18.11	18.63	19.29	20.16	20.93	21.29	21.81	22.47	22.67	23.70
Chatham	19.48	19.89	20.30	20.70	21.11	21.51	21.91	22.24	22.62	23.01
Eastern Cts.	17.64	18.15	18.92	19.69	20.21	20.72	21.49	22.00	22.77	23.79
Lanark	18.13	18.65	19.42	20.18	20.70	21.21	21.98	22.49	23.26	24.29
North Bay	18.97	19.46	19.95	20.44	20.93	21.42	21.92	22.26	22.61	22.96
Porcupine	18.14	18.65	19.32	20.19	20.96	21.32	21.83	22.24	22.70	23.73
Renfrew Cty	17.64	18.16	18.93	19.69	20.21	20.72	21.49	22.00	22.77	23.80
Simcoe	18.14	18.65	19.43	20.19	20.71	21.22	21.99	22.50	23.27	24.30
Sudbury	18.21	18.72	19.28	19.69	20.21	20.72	21.49	22.00	22.77	23.80
Waterloo	18.35	18.75	19.39	20.26	21.03	21.39	21.90	22.31	22.77	23.80

**APPENDIX B**

**LIST OF PARTICIPATING BRANCHES**

Brant-Norfolk-Haldimand ✓

Brockville-Leeds-Grenville ✓

Chatham-Kent ✓

Eastern Counties ✓

Lanark ✓

North Bay ✓

Porcupine ✓

Renfrew County ✓

Simcoe County ✓

Sudbury ✓

Waterloo ✓

**APPENDIX C****RECOGNITION CLAUSES OF PARTICIPATING BRANCHES****Brant-Norfolk-Haldimand:**

The Employer recognizes the Ontario Nurses' Association as the bargaining agent for all Registered and Graduate Nurses engaged in a nursing capacity by Victorian Order of Nurses Brant-Norfolk-Haldimand Branch in the County of Brant and the Region of Haldimand-Norfolk save and except Supervisors and those persons above the rank of Supervisor.

**Brockville-Leeds-Grenville:**

The Employer (the Brockville, Leeds & Grenville Branch of the Victorian Order of Nurses) recognizes the Ontario Nurses' Association as the bargaining agent of all Registered and Graduate Nurses engaged in a nursing capacity by the Victorian Order of Nurses save and except the Supervisor and persons above the rank of Supervisor.

**Chatham-Kent:**

The Employer recognizes the Ontario Nurses' Association as the bargaining agent of all Registered and Graduate Nurses employed by Victorian Order of Nurses (Chatham-Kent, Ontario Branch) in a nursing capacity at its Chatham Branch, save and except nursing Supervisor, persons above the rank of nursing Supervisor and persons regularly employed for not more than twenty-four (24) hours per week.

**Eastern Counties:**

The Employer recognizes the Ontario Nurses' Association as the bargaining agent for all Registered and Graduate Nurses employed in a nursing capacity by the Victorian Order of Nurses - Eastern Counties Branch in the Counties of Stormont, Dundas, Glengarry, Prescott and Russell, save and except Supervisors and persons above the rank of Supervisor.

**Lanark:**

The Employer (the Lanark Branch of the Victorian Order of Nurses) recognizes the Ontario Nurses' Association as the bargaining agent of all Registered and Graduate Nurses engaged in a nursing capacity by the Victorian Order of Nurses save and except the Nursing Supervisor and persons above the rank of Nursing Supervisor.

North Bay:

The Employer **recognizes** the Ontario Nurses' Association as the bargaining agent for all registered nurses employed in a nursing capacity by the Victorian Order of Nurses, North Bay Branch in North Bay, Ontario save and except Supervisor and those above the rank of Supervisor,

Porcupine:

The Employer (the Porcupine Branch of the Victorian Order of Nurses) **recognizes** the Ontario Nurses' Association as the bargaining agent for all Registered and Graduate Nurses and Registered Practical Nurses employed by **VON** Porcupine Branch, in the city of **Timmins**, save and except the Supervisors and persons above the rank of Supervisors.

Renfrew County:

The Employer **recognizes** the Ontario Nurses' Association as the bargaining agent for all registered and graduate nurses employed in a nursing capacity by the Victorian Order of Nurses, **Renfrew County** Branch, **Renfrew County**, Province of Ontario save and except Supervisor and those above the rank of Supervisor.

Simcoe County:

The Employer **recognizes** the Ontario Nurses' Association as the bargaining agent of all registered and graduate nurses engaged in a nursing capacity by Victorian Order of Nurses **Simcoe County** Branch save and except Nursing Supervisor and persons above the rank of Nursing Supervisor.

Sudbury:

The Employer **recognizes** the Ontario Nurses' Association as the bargaining agent of all Registered nurses engaged in a nursing capacity by Victorian Order of Nurses, **Sudbury** Branch in **Sudbury**, Ontario save and except Supervisor and those above the rank of Supervisor.

Waterloo:

**VON WATERLOO** **recognizes** the Ontario Nurses' Association as the bargaining agent for all registered and graduate nurses employed in a nursing capacity by the Victorian Order of Nurses, Waterloo Branch, in **Kitchener**, Ontario save and except Supervisor and those above the rank of Supervisor.



## APPENDIX D

ASSOCIATION REPRESENTATION

Branch	Nurse Reps	Grievance Committee	Negotiating Committee	Association Management
Brant	4	3	3	3
Brockville	2	2	2	2
Chatham	2	2	3	2
Eastern Counties	5	2	3	Equal representation of Association and Employer
Lanark	3	2	2	2
North Bay	2	2	2	2
Porcupine	3	2	2	2
Renfrew County	2	3 Employer only pays for 2	3 Employer only pays for 2	2
Simcoe	6	2	3	6
Sudbury	2	2	3	3
Waterloo	3	2	3	2

Letter of Understanding  
between  
Victorian Order of Nurses  
and  
Ontario Nurses' Association  
on  
JOB SECURITY

The parties agree that there shall be no layoffs for full-time nurses during the life of this collective agreement, unless a branch is closed or there is insufficient nurse volume/caseload for the branch to handle with the number of full-time nurses at the branch. (ie. All the part-time nurses are laid off but there is still not enough work for full-time nurses).

Dated this 31st day of October, 1997 at Toronto, Ontario.

For Victorian Order of Nurses

For Ontario Nurses' Association

Sandra L. Herrington  
H. Guy  
Mary McBride  
Jane Spence  
WJB Gump  
Ward Jones

Anna Biddis'  
Carolyn Lane  
Rebecca J. Burt  
Mary Hoelder

**Letter of Understanding  
between**

**Victorian Order of Nurses  
and  
Ontario Nurses' Association**

**re  
GROUP BENEFITS**

Due to the time constraints the parties are facing in negotiations, and the uncertainties surrounding the details of both the VON Canada Flex Plan and the ONA proposed Benefit Plan, the parties agreed that the provisions relating to benefits be maintained at status quo for the life of the collective agreement.

Within ten (10) days of achieving a ratified settlement, the Association will be provided with the demographic data and premium costs for each participating branch for ONA members. A presentation by VON on its proposal shall be conducted for the Association Committee by no later than the middle of June, 1997.

The parties may agree to negotiate changes to the Group Benefits during the life of the collective agreement. If the parties are unable to settle the matter during such meetings, then the parties agree that the issue of Group Benefits shall be a subject for negotiations for the next round of bargaining.

Dated this 31st day of October, 1997 at Toronto, Ontario.

For Victorian Order of Nurses

For Ontario Nurses' Association

Sandra L. Harrington  
K. King  
Mary McBride  
Jana Spive  
W. B. Ingram  
Ward Jones

Ann Biddis  
Cavelin Lane  
Rebecca J. Beattie  
Mary Hoelder

**Letter of Understanding  
between  
Victorian Order of Nurses  
and  
Ontario Nurses' Association  
re  
SHIFT NURSING**

- 1.0 Nurses working in the shift nursing program will be covered by the collective agreement except where modified by this agreement.
- a) Articles on Hours of Work, Scheduling, Vacation, Compensation and Weekend work will not apply to Shift Nursing.
  - b) Shift Nursing will be defined as nursing care required to meet the needs of a single client at a time. A shift ranges in length from three (3) to twelve (12) hours. The hours of each shift will be determined by client need. The working day for each nurse shall start and end in the client's home.
  - c) Nurses working in the Shift Nursing Program will be treated as casual nurses. The seniority list for the Shift Nursing Program will be maintained separately from all other VON nursing program seniority lists.
  - d) For assignments longer than two weeks, nurses in the Shift Nursing Program may be expected to work alternate weekends.
  - e) Assignments will be made in order to provide continuity of care to the client. Assignments will be based on availability, skills, experience, and when all this is equal, seniority.
- 2.0 Compensation
- a) The regular straight time hourly rate is sixteen (16) dollars per hour.
  - b) RNs in the Shift nursing Program shall receive 6% paid on their regular straight time hourly rate in lieu of vacation and all benefits. Such amount shall not be included in the base used for the purpose of calculating overtime.
- 3.0 Premium Pay
- a) All time worked in excess of seventy-five (75) hours in a two-week period shall be considered as overtime and shall be paid at a rate of time and one half (1½).

4.0 Cancellation

- a) Nurses who are assigned to Shift Nursing can be cancelled up to two hours in advance of assigned hours of work without penalty.

5.0 Reporting Pay

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

6.0 Incumbents

- a) Incumbents on staff as of April 20, 1997 shall be maintained at their current hourly rates of pay.
- b) Porcupine's registered practical nurses shall be maintained at their current hourly rates of pay.
- c) The shift rate for Registered Practical Nurses in Porcupine is twelve (12) dollars per hour.

Dated this 31st day of October, 1997 at Toronto, Ontario.

For Victorian Order of Nurses

For Ontario Nurses' Association

Andrea L. Hestington  
H. King  
Mary McBride  
Jana Stone  
W.D. Gimping  
Ward Jones

Ann Reddis  
Evelyn Lane  
Rebecca J. Beutler  
Mary Hodder

**Letter of Understanding  
between  
VICTORIAN ORDER OF NURSES  
AND  
ONTARIO NURSES' ASSOCIATION**

**RE**

**COST SAVINGS**

The parties agree that VON branches participating in central bargaining are facing severe financial constraints. It is the desire of the parties to work together toward the retention and expansion of current revenue bases to achieve the financial viability of the branches.

1.0 The parties agree to the principle of effective involvement of the Association in the budgetary and planning process of the branches involved in central bargaining.

2.0 The Cost Saving Monitoring Committee will be comprised of the members of the VON Central Negotiating Committee.

All committee work will be carried out during regular working hours and the Association members of the committee shall be on paid leave time for the purpose of carrying out the work of the committee.

3.0 During bargaining, the parties agree to a substantial cost savings which exceeds the projected savings of \$676,000 required by the Employer. This excess overflow amount belongs to the Association's central pot. Any additional monies saved beyond the initial amount as a result of the internal examination of the branches will be added to the pot and distribution of the fund to the nurses will be determined by the Association.

4.0 All 1996/97 budgets and projected 1997/98 budgets will be provided to the Association by May 15 and June 15 1997 respectively.

5.0 The parties will meet in mid-June to review possible scenarios and solutions with a view to improve branch efficiencies from all aspects. Any recommendations achieved by a majority from the Committee shall contain an implementation date for the guidance of the branches.

- 6.0 The parties agree that the Cost Savings Monitoring Committee will meet quarterly to monitor the effectiveness of the cost savings measures.
- 7.0 Participating branches will provide to the Association, quarterly financial statements by the end of the month following the quarter. The committee will meet within one month of the receipt of the financial statements to review the cost savings and any subsequent surplus to the required savings.
- 8.0 Notwithstanding the above, if through the quarterly review the parties identify that the savings requirements needed by the branches exceed the projected savings, the parties shall agree upon methods to address the needed savings.
- 9.0 All relevant information and data requested or questions raised by the Association will be responded to by the Employer within two (2) weeks of the request unless otherwise mutually agreed. The parties will meet no less than quarterly and as necessary upon request of either party.
- 10.0 Each branch participating in this process will fully cooperate to achieve the best possible outcome for the group as a whole. When any particular branch is being reviewed, they may attend such meeting.
- 11.0 Expenditures not anticipated in the proposed 1997/98 budget will be brought to the Committee for review.
- 12.0 The Association will establish Trust account for the purpose of managing the surplus monies generated by the cost savings measures in the participating branches. Monies deemed to be surplus will be remitted to the Association by cheque quarterly by each branch covered by the central collective agreement.
- 13.0 At those branches where the nurses' agreed savings exceeds the branches' required targeted savings, the parties agree that the excess nurses' monies shall be redistributed to those branches with the identified shortfall. The intention of the parties is to allow each nurse to provide equal assistance towards the overall targeted savings.
- 14.0 Such redistribution shall commence on the first pay period following ratification of the collective agreement. The parties shall agree upon the method of distribution of the funds.

Dated on this 31st day of October, 1997, at Toronto, Ontario.

For Victorian Order of Nurses

For Ontario Nurses' Association

Sandra L. Kensington

B. Gray

Mary McBride

Janet Spence

W.S. & Impley

Wend Jones

Annal Reddis

Evelyn Lane

Rebecca J. Beutle

Mary Hoelder



## SAVINGS

Branch	Estimated Required Savings	Estimated Agreed Savings	Estimated Over/ (Under)	Redistribution Amount
Brant	\$ 43,271	SAVINGS AMOUNTS WILL BE PROVIDED BY APRIL 30/97		
Brockville	\$ 45,816			
Chatham	\$ 0			
Eastern Counties	\$194,933			
Lanark	\$ 29,698			
North Bay	\$ 66,478			
Porcupine	\$ 0			
Renfrew County	\$ 56,766			
Simcoe	\$ 60,654			
Sudbury	\$142,092			
Waterloo	\$ 36,630			

Letter of Understanding  
between

VICTORIAN ORDER OF NURSES  
AND  
ONTARIO NURSES' ASSOCIATION

RE

BRANCH AMALGAMATION

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

Dated on this 31st day of October, 1997, at Toronto, Ontario.

For Victorian Order of Nurses

For Ontario Nurses' Association

Sandra L. Harrington  
H. Gray  
Mary McBride  
Jeanne Stone  
W. J. B. Simpson  
Ward Jones

Ann Beddis  
Develyn Lane  
Reginald J. Beutler  
Mary Hodder

**LETTER OF UNDERSTANDING**  
**between**  
**ONTARIO NURSES' ASSOCIATION**  
**and**  
**PARTICIPATING VON BRANCHES**

The parties shall discuss the issue of **bi-weekly** versus semi-monthly pay periods, although it is understood that there is no requirement for a branch presently paying on a semi-monthly basis to change to a **bi-weekly** pay period.

Where the category of permanent part-time currently exists, those currently in these positions will be maintained at their present level of commitment and benefits. All nurses in this category will be confirmed in writing by **VON** and provided to **ONA**. It is understood that these employees will be considered "full time" for scheduling purposes.

Dated this 28th day of February, 1997 at Toronto, Ontario.

For Victorian Order of Nurses

For Ontario Nurses' Association

L. Catherine Chisholm

Mary Hodder

Karen Powell

Evelyn Lane

Quentin Shepley

Ricarda I. Beutler

Mary McBride

Donna Beddis

Joanna Horne

Judy Burns

Sandra L. Herrington



Ward Jones

**Letter of Understanding  
between  
The Ontario Nurses' Association  
and  
Participating VON Branches**

The parties agree that the uniform allowances in the collective agreements are null and void commencing April 1, 1997.

It is **recognized** by the Employer that there are no uniform requirements in effect and it is expected that the nurses will continue to dress in a manner that is appropriate to the working environment and in keeping with the professional aspect of the job.

It is understood that monies due prior to the April date will be paid on the next pay period.

Dated: February 28, 1997

For Victorian Order of Nurses

For Ontario Nurses' Association

L. Catherine Chisholm

Mary Hodder

Karen Powell

Evelyn Lane

Quentin Shepley

Ricarda I. Beutler

Mary McBride

Donna Beddis

Joanna Horne

Judy Burns

Sandra L. Herrington



Ward Jones

**Letter of Understanding**

**between**

**VICTORIAN ORDER OF NURSES  
Brant-Norfolk-Haldimand**

**and**

**ONTARIO NURSES' ASSOCIATION**

**RE**

**PERMANENT PART-TIME NURSES**

Provisions of the agreement apply to part-time nurses. Nurses in this classification are grandparented in the 1997 round of negotiations.

Other conditions are stated below:

1. A Permanent Part-time nurse is a nurse who is regularly scheduled to work on average three (3) tours or more per week but less than Full-time hours and who has a predetermined schedule of regular days of work per week.

2. **Seniority**

Seniority for Permanent Part-time nurses will be calculated on a pro-rata basis, to Full-time service.

3. **Hours of Work**

The regular hours of work for Permanent Part-time nurses shall average a minimum of forty-five (45) hours per two (2) week period. The normal work day shall be seven and one-half (7 1/2) hours, exclusive of a one (1) hour unpaid meal period.

**Evening Shift**

Permanent Part-time nurses assigned to evening visits following completion of their tour, shall receive, for all time worked during such visits, time and one-half (1 1/2) their regular straight time hourly rate, with a minimum guarantee of two (2) hours pay at straight time.

4. Holidays

Permanent Part-time nurses shall be paid at the rate of time and one-half (1 1/2) their regular straight time hourly rate for all hours worked on the recognized holidays listed in Article 16, in addition to holiday pay.

5. Vacation

A Permanent Part-time nurse shall be entitled to the same vacation time as a Full-time nurse and her salary continuation during vacation will reflect her normal scheduled hours during the vacation period.

6. Sick Leave

Permanent Part-time nurses shall accrue sick leave credits on a pro-rated basis based on the scheduled hours worked as compared to the hours of work of a Full-time nurse.

The maximum accumulation shall be one hundred and twenty (120) days.

Dated at Toronto, Ontario, this 31st day of October, 1997.

For Victorian Order of Nurses

For Ontario Nurses' Association

Sandra L. Harrington  
H. Gray  
Mary McBride  
Janice Stue  
W J B Simpson  
Wm. Jones

Anna Biddis  
 Evelyn Lane  
Ricarda J. Benitez  
Mary Hoelder

**Letter of Understanding**

between

**VICTORIAN ORDER OF NURSES  
North Bay Branch**

and

**ONTARIO NURSES' ASSOCIATION**

Scheduling

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

Calls

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

Four Fifths Nurses

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

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

Letter of Understanding for North Bay (cont'd)Job Sharing

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

- (a) **Job** sharing requests with regard to full-time positions shall be considered on an individual basis, and the Employer shall reserve the right to determine the appropriateness of such arrangements after discussions with the Association at the Labour-Management Committee.
- (b) It is the responsibility of the two nurses who wish to job share a full-time **position to** inform the immediate supervisor. The Employer and the Association will then discuss the proposal in accordance with paragraph (a) above. Where more than one pair of nurses wish to job share the same position, the Employer will, in exercising its discretion, consider the timing of the requests, in addition to the general appropriateness of the arrangement.  
  
If any vacancies occur resultant upon the acceptance of a job sharing arrangement, such vacancies shall be posted.
- (c) Save and except as provided for herein, all job sharers shall be treated as part-time employees.
- (d) Should one job sharing partner transfer or terminate, the remaining partner shall continue her own schedule for a maximum of six (6) weeks from the effective date of the transfer or termination. The vacancy created will be posted. If no replacement partner is recruited, the remaining partner will have the option of continuing in the full-time position. If she does not wish to continue full-time, she will revert to regular par-time status.
- (e) Posted schedules for the job sharers shall be based on the schedules that would apply to a full-time nurse holding that position. Such schedule shall conform with the scheduling provisions of the full-time Collective Agreement.
- (f) Total hours worked by the two job sharers shall be equal to one full-time position. The division of these hours over the schedule shall be determined by mutual agreement between the two nurses and the immediate supervisor.
- (g) Each job sharer may exchange shifts with her partner, as well as with other nurses in accordance with the Collective Agreement, provided such exchange creates no additional labour cost to the Employer.



Letter of Understanding for North Bay (cont'd)

- (h) As a general rule, job sharers shall cover each other's incidental illnesses. However, where one job sharer cannot, due to circumstances beyond her control, cover the other's shift, she shall notify her immediate supervisor.
- (i) Job sharers will not be required to work in total more paid holidays than would one full-time nurse, unless mutually agreed otherwise.

Dated at Toronto, Ontario, this 31st day of October, 1997.

For Victorian Order of Nurses

For Ontario Nurses' Association

Sandra L. Worthington  
K. Gray  
Mary McBride  
Jacqueline  
WTO Imply  
Wendy Jones

Anna Buddis  
Juelin Lane  
Riccarda J. Bester  
Mary Hodder

**Letter of Understanding**

between

**Victorian Order of Nurses  
Porcupine Branch**

and

**Ontario Nurses' Association**

The parties agree that the contract signed by Suzanne Labelle prior to this Collective Agreement will remain in force as long as she is employed by VON, Porcupine Branch and that she will continue to be eligible to participate in the benefit plans.

**Four-day Week**

The Association agrees that full-time nurses employed by VON, Porcupine Branch may choose to work a four (4) day week on the following basis:

1. The decision to work a four (4) day week will be entirely voluntary and any full-time member of the bargaining unit who wishes to work a four (4) day week will inform the employer of this decision in writing.
2. At any time, a full-time nurse who has chosen to work a four (4) day week may return to a five (5) day week by giving the Employer four (4) weeks notice, in writing, of their desire to return to their 5 day full-time schedule.
3. Any full-time nurse choosing to work a four (4) day week will continue to be considered a full-time nurse and service and seniority will continue to accrue on the basis of hours worked.
4. These positions will remain full-time positions and if one of the present full-time positions become vacant, and if the Employer decides to post the position, the Employer will assess the caseload to determine if full-time work is available. If the caseload does not support a full-time position, a new part-time or casual position may be posted. If it is posted as a full-time position, the successful applicant will then have the choice of working a four (4) day week as outlined in this Letter of Understanding.
5. Benefits will be pro-rated as follows:
  - . There would be no change in status of benefits for Dental, Long Term Disability Insurance, Extended Health and basic Life Insurance.

Letter of Understanding for Porcupine Branch (cont'd)

- . Pension Plan contributions will be based on hours worked.
  - . Vacation entitlement will be based on completed years of continuous service.
  - . Vacation entitlement will not be pro-rated, however the number of vacations days paid will be pro-rated to adjust for the four (4) day week.
  - . Stat holiday pay will be pro-rated.
  - . Sick leave credits will be accrued on a pro-rata basis proportionate to the amount of time worked.
6. The Employer or the Association may withdraw the agreement to the four (4) day week at any time by giving the other party six (6) weeks notice.

Dated at Toronto, Ontario, this 31st day of October, 1997.

For Victorian Order of Nurses

For Ontario Nurses' Association

Sandra L. Kerrington  
H. Gray  
Mary McBride  
Jane Price  
W.J. & Susan  
Ward Jones

Donna Buddis  
Gvelyn Lane  
Piccola J. Baylton  
Mary Hodder

**Letter of Understanding  
between  
Victorian Order of Nurses  
Renfrew County Branch  
and  
Ontario Nurses' Association**

The parties hereby agree that business is commenced as it relates to telephone calls to clients as follows:

1. The Employer will pay for all time spent on telephone calls which exceeds fifteen (15) minutes accumulated on any shift, at the nurses' straight time hourly rate.
2. Such telephone calls will not be considered call-in/call-back.

Nurses Working Half Time

Nurses who work one-half (1/2) time or more shall accumulate sick leave credits on a pro-rata basis, on the one-half (1/2) time.

Nurses employed one-half (1/2) time or more on a regular basis will participate in the VON Group Benefit Plan on a pro-rata basis, on the one-half (1/2) time.

Nurses employed one-half (1/2) time or more will be paid ten percent (10%) on all shifts exceeding the one-half (1/2) time as percentage in lieu of benefits.

This letter applies to: Ms. Bonnie Watson  
Ms. Brenda Jones

Dated at Toronto, Ontario, this 31st day of October, 1997.

For Victorian Order of Nurses

For Ontario Nurses' Association

*Sandra L. Harrington*  
 \_\_\_\_\_  
*H. Gray*  
 \_\_\_\_\_  
*Mary McBride*  
 \_\_\_\_\_  
*Jana Stone*  
 \_\_\_\_\_  
*W. B. Simpson*  
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*Wendy Gray*  
 \_\_\_\_\_

\_\_\_\_\_  
*Annal Beddes*  
 \_\_\_\_\_  
*Carolyn Lane*  
 \_\_\_\_\_  
*Ricarda J. Bantle*  
 \_\_\_\_\_  
*Mary Hodder*  
 \_\_\_\_\_

**Letter of Understanding**

**between**

**Victorian Order of Nurses  
Sudbury Branch**

**and**

**Ontario Nurses' Association**

The parties agree to the following procedure for Job Sharing:

1. Job sharing requests with regard to full-time positions shall be considered on an individual basis.
2. Total hours worked by the job-sharers shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) nurses and the Nursing Supervisor.
3. The above schedule shall conform with the scheduling provisions of the Full-time Collective Agreement.
4. Each job sharer may exchange shifts with her partner, as well as with other nurses, as provided by the Collective Agreement.
5. The job sharers involved will have the right to determine which partner works on scheduled paid holidays and the job-shared position shall only be required to work the number of paid holidays that a full-time nurse would be required to work.

**Coverage:**

6. It is expected that both job sharers will cover each other's absences including incidental illnesses and vacation, If, because of unavoidable circumstances, one cannot cover the other, the supervisor must be notified to book coverage. Job sharers are not required to cover for their partners in the case of prolonged or extended absences, but may be offered the opportunity to do so.

**Implementation:**

7. Where the job sharing arrangement arises out of the filling of a vacant full-time position, both job-sharing positions will be posted and selection will be in accordance with the Collective Agreement.

Letter of Understanding for Sudbury (cont'd)

- 8. Any incumbent full-time nurse wishing to share her position may do so without having her half of the position posted. The other half of the job-sharing position will be posted and selection will be in accordance with the Collective Agreement.
- 9. If one of the job sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining nurse will have the option of continuing the full-time position or reverting to a part-time position for which she is qualified. If she does not continue full-time, the position must be posted in accordance with the Collective Agreement.
- 10. Once the job-sharing agreement begins, the job sharers will become part-time and receive a percentage in lieu of benefits. Other terms and conditions shall apply as per the Collective Agreement.
- 11. One job-sharing position will be implemented for one year during which the viability of the position shall be evaluated by VON including the financial implication. After one year, the employer shall determine the percentage of positions that shall be filled by job-sharers.

Discontinuation

- 12. Either party may discontinue the job-sharing arrangement with thirty (30) days notice. Upon receipt of such notice, a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation.

Dated at Toronto, Ontario, this 31st day of October, 1997.

For Victorian Order of Nurses

Sandra L. Herrington  
K. Gray  
Mary McBride  
Jana Byrne  
W J & Imogen  
W J & Imogen  
W J & Imogen

For Ontario Nurses' Association

Anna Seddis  
Cvelin Lane  
Ricarda S. Bente  
Mary Hoelder

**TRANSPORTATION POLICY**

between

**Victorian Order of Nurses  
Simcoe County Branch**

and

**Ontario Nurses' Association****EMPLOYEE-OWNED VEHICLES**

1. **Mileage** allowance will be paid according to the collective agreement and personnel policies of the branch.
2. Nurses will be paid time and mileage from their first call, or the office or after **20** minutes Of driving within their assigned office and to the last call or the **office** during the regular duty hours.  
  
If staff are requested to work in another **office**, they will be paid portal to portal.
3. Night call for Nursing Visits will be paid from door to door.
4. Mileage allowance is paid to part-time staff on each pay period. Mileage paid to full-time staff will be paid on the last pay period of the month.
5. Mileage will be paid from door to door, to staff if assigned by manager to work in another region. Staff who are assigned to other areas at their request, in order to increase hours, will not be paid mileage to or from the work area.
6. Employees are required to carry Third Party Liability Insurance for business purposes, within the limits specified within **VON** policy from time to time. Third party liability of **\$1,000,000** is required for all employees submitting for mileage and proof is required upon employment and annually.
7. Employees will assume all liability for personal and other injury caused by, or to, the automobile including loss by theft or fire. **VON** will not assume responsibility for the reimbursement of any expenses incurred by the employee during the operation of the vehicle on **VON** business.
8. **Traffic** violations are the responsibility of the staff and **VON** accepts no responsibility for these.

**FOR INFORMATION PURPOSES ONLY**

**TRANSPORTATION POLICY**

between

**Victorian Order of Nurses  
Sudbury Branch**

and

**Ontario Nurses' Association**

**RE: MILEAGE TIME**

1. All mileage must be recorded on a daily work day basis. This includes nurses driving their own cars, or **VON** cars. Fill in the information as requested on **N.R.S.** sheets.
2. Time/mileage counts will begin on:
  - (a) arrival at the first client, or
  - (b) arrival at the office, or
  - (c) after driving 10 kilometres from your home, if working out of town.

If you are driving out of your scheduled visited route in order to eat lunch, mileage/time is not charged to **VON**.

3. Time/mileage clocking ends at:
  - (a) last visit
  - (b) office
  - (c) or 10 kilometres from home, if working out of town

**FOR INFORMATION PURPOSES ONLY**



**TRANSPORTATION POLICY**

between

**Victorian Order of Nurses  
North Bay Branch**

and

**Ontario Nurses' Association**

There is travel time allowed from cross-town travel. Travel time for measurements on mileage sheets will be as follows:

When travelling from North Bay, measure from areas below:

1. Highway 63, Feronia, Redbridge, Thorne starting point is 1st entrance to Anita Avenue.
2. Callander starting point is the Pinewood Park Motel.
3. Highway 11 North starting point is Canadorc Drive turn off (left side road).
4. Highway 17 West, Sturgeon Falls, starting point is the Lookout over Nipissing on (left side road).
5. Highway 17 East, Corbeil, Astorville, Mattawa starting point is Stockfish Motors.

**FOR INFORMATION PURPOSES ONLY**



Government of Canada

Gouvernement du Canada

December 28, 2000

File: 1159001

Victorian Order of Nurses  
124 Merton St., Main Floor  
Toronto  
Ont.  
M4S 2Z2

Victorian Order of Nurses  
Brockville, Ont.  
Ontario Nurses' Association  
Local  
(nurses)

Terminating: March 31, 1998

The Workplace Information Directorate maintains an extensive library of collective agreements in both the federal and provincial jurisdictions. With respect to your organization, the collective agreement described above is the latest we have on file.

In its Federal Plan for Gender Equality (1995), the Government of Canada committed itself "to ensuring that all future legislation and policies include, where appropriate, an analysis of the potential for different impacts on women and men." In accordance, we are requesting to the extent possible, a numerical gender breakdown of your membership.

Could you please send us a copy of any subsequent agreement or amendment (preferably on diskette, including the format), including any attachments which are part of the agreement or supplementary documents (such as pension or health plans) referred to in the agreement.

Please show separately, the number of employees covered by the agreement in the space provided on the return part of this form.

Your co-operation will help the Workplace Information Directorate maintain its services in the collective bargaining field.

Yours sincerely,

Lynn Picard

*Our Nursing ONA program  
was discontinued in Nov 1998  
L. Kite*

Collection of Agreements Unit  
Telephone: 1-800-567-6866 or (819) 997-0252

Please complete this part and forward with copy of collective agreement to:

Workplace Information Directorate  
Collection of Agreements Unit  
Labour Branch  
Human Resources Development Canada  
Hull, Quebec  
K1A 0J2

JAN 17 1998

File: 1159001

Number of employees covered by the agreement.

Males

Females

