

SOURCE	ONA		
EFF.	91	01	01
TERM.	92	03	31
No. OF EMPLOYEES	60		
NOMBRE D'EMPLOYÉS	80		

**COLLECTIVE AGREEMENT**

Between

**VICTORIAN ORDER OF NURSES YORK BRANCH**

and

**ONTARIO NURSES' ASSOCIATION**

0947/0/9

**Expiry March 31, 1992**

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**ARTICLE 1 - PURPOSE**

- 1.01 The purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and the nurses concerned, to provide for the prompt settlement of disputes and to establish and maintain mutually acceptable working conditions, hours of work, and wages for all nurses within the bargaining unit.
- 1.02 It is recognized that the nurses wish to work co-operatively with the Employer to provide the best possible community health services,

**ARTICLE 2 - RECOGNITION**

- 2.01 The Employer (York Branch of the Victorian Order of Nurses) 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 - York Branch, Newmarket, save and except supervisors and persons above the rank of supervisor.

**ARTICLE 3 - DEFINITIONS**

- 3.01 The following definitions shall be applied to this Agreement:
- a) A "Full-time Nurse" is one who is employed to work the standard hours per week as defined by this Collective Agreement;
  - b) A "Regular Part-time Nurse" is one who is employed to work less than the standard hours per week as specified in this Collective Agreement and who works on a regularly scheduled basis.
  - c) A "Casual Part-time Nurse" is one who is employed to work on an interim or occasional basis as and when required by the Employer and subject to the nurses' availability.
- 3.02 A Registered Nurse is defined as a person who holds a certificate of competence from the College of Nurses of Ontario, in accordance with the Health Disciplines Act. A Registered Nurse is required to present her current certificate of competence to the Executive Director or her designate by February 15th of each year. This date may be extended where the nurse provides a reason satisfactory to the Executive Director or her designate. Failure to provide the certificate or such satisfactory reason shall result in a suspension from duty until the current certificate is presented.

- 3.03 A Graduate Nurse is defined as a nurse with registration 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 will be terminated and such termination shall not be the subject matter of a grievance or arbitration procedure.
- 3.04 The word "Nurses" when used throughout this agreement shall mean persons employed by the Employer and covered by this Agreement.
- 3.05 Whenever the feminine pronoun is used in this agreement, it includes the masculine pronoun where the content so requires. Where the singular is used, it may also be deemed to mean the plural where the context so requires.

#### ARTICLE 4 - MANAGEMENT FUNCTIONS

- 4.01 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.
- 4.02 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.
- 4.03 The Employer retains the sole right to make, enforce, and alter from time to time reasonable rules and regulations to be observed by the nurses, provided that such rules and regulations shall not be inconsistent with the provisions of the Collective Agreement.

#### ARTICLE 5 - NO DISCRIMINATION

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

permission of the Employer or as specifically provided for in this Agreement.

- 5.03 It is agreed that there will be no discrimination by either party or by any of the nurses covered by **this** Agreement on the basis of race, creed, colour national origin, sex, sexual orientation, marital status, age, political or religious affiliation or any factor which is not pertinent to the employment relationship,
- 5.04 a) The parties agree that sexual harassment by any person employed by the Employer will not be tolerated in the workplace.
- b) Sexual harassment is defined as:
- i) inappropriate touching, including touching which is expressed to be unwanted;
  - ii) suggestive remarks or other verbal abuse with a sexual connotation;
  - iii) compromising invitation;
  - iv) repeated or persistent leering at a person's body;
  - v) demands for sexual favours;
  - vi) sexual assault.
- c) Grievances under this clause will be handled with all possible confidentiality and dispatch.

#### ARTICLE 6 - NO STRIKES AND LOCKOUTS

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

#### ARTICLE 7 - ASSOCIATION SECURITY

- 7.01 The Employer shall deduct from the total monthly pay due to each nurse a sum equal to the regular monthly Association dues of each nurse. In the case of newly employed nurses, such deductions shall commence in the month following their date of hire.
- 7.02 The Association shall notify the Employer, in writing, of any change in the amount of such regular Association dues at least one (1) month prior to the effective date of such change.

- 7.03 The Employer will send to the Ontario Nurses' Association monthly, its cheque for the dues so deducted, along with a list of the names and the amount of such deduction for each nurse. The list shall show the social insurance number of each nurse, terminations, new hires, leaves of absences and the initial list shall contain, as well, the addresses and telephone numbers of each nurse. A copy of this list will be sent to the local Association.
- 7.04 The Association shall indemnify and save the Employer harmless from any claims from nurses as a result of dues having been collected in accordance with the terms of this Agreement.
- 7.05 The Employer shall provide each nurse with a T4 supplementary slip, showing the dues deducted in the previous year for income tax purposes.

ARTICLE 8 - ASSOCIATION COMMITTEES AND REPRESENTATIVES

- 8.01 The Employer will recognize the following:
- a) Three (3) Nurse Representatives for the purpose of dealing with Association business as provided in this agreement;
  - b) A Grievance Committee of two (2) nurses;
  - c) A Negotiating Committee of three (3) nurses and an Employment Relations Officer of the Ontario Nurses' Association;
  - d) An Association - Management Committee composed of an equal number of representatives of the Employer and the Association. Meetings of this committee shall be held at the request of either party, but at least every other month. Agenda items to be discussed shall be exchanged in writing at least five (5) days prior to the meeting. This committee shall promote and provide for effective and meaningful communication of information and ideas and shall make joint recommendations on matters of concern including the quality and quantity of nursing care. Minutes of this meeting shall be kept and signed by both parties. The role of Chairperson shall rotate between the parties.
- 8.02 The Association will supply the Employer with the names of its representatives and changes thereto.
- 8.03 a) If a Representative must leave her regular duties for a period of time in order to attend to Association business, she will first obtain the permission of her Supervisor. Such permission will

not be unreasonably withheld. Upon completion of her business, the Representative will report to her Supervisor and then return to her regular duties.

- b) Representatives of the local Association shall be paid at their appropriate rates of pay under a. 8.01 for all time spent during regular working hours for Union business as described in those clauses except that:
  - i) the Employer shall not be required to pay nurses on the negotiating committee to attend at conciliation nor in the event of meetings during a labour dispute;
  - ii) the Employer shall not be required to pay nurses on the grievance committee or the grievor for time spent at arbitration hearings.

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

8.05 The Employer agrees that when nurses are required to serve on committees, the meetings shall be scheduled during the nurses' regular working hours, or the nurse shall be paid for all hours spent outside her regular working hours at her appropriate rate of pay.

8.06 Occupational Health & Safety Committee

- a) The Employer and the Association agree that they mutually desire to maintain standards of health and safety in the workplace in order to prevent accidents, injury and illness.
- b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Occupational Health and safety Committee., at least one (1) representative selected or appointed by the Association from the bargaining unit.
- c) Such committee shall identify potential dangers and hazards, institute means of improving Health and Safety programmes, and recommend actions to be taken to improve conditions relating to occupational health and safety.
- d) The Employer agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil its function.

- e) Meetings shall be held at least once every three (3) months or more frequently at the call of the Chair, if required. The committee shall maintain minutes of all meetings and make the same available for review,
- f) All time spent by a member of the Occupational Health and Safety Committee attending meetings of the committee shall be deemed to be time worked for which she shall be paid by the Employer at her appropriate rate and she shall be entitled to such time from her work as is necessary:

#### 8.07 professional Development and Education Program

In its aim to provide highest quality visiting nursing care the Employer recognizes the need for programs to assist the nurses' professional growth. These shall include:

- a) An orientation program;
- b) A staff in-service educational program;
- c) A supervisory program which includes a written evaluation and periodic conferences;
- d) Staff attendance at professional nursing association meetings, short term workshops or institutes relevant to the nurse's work at the discretion of the Executive Director.

### ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURES

9.01 A grievance is defined as an alleged difference over the interpretation, application, administration, or alleged violation of this Agreement including any question as to whether a matter is arbitrable.

9.02 At each step of the grievance procedure, a nurse may elect to be represented or accompanied by a union representative,

9.03 Step One:

If: is the mutual desire of the parties to this agreement that differences shall be resolved as quickly as possible and it is understood that a nurse has no grievance until she has first given her immediate supervisor the opportunity of adjusting her complaint. Such complaint shall be discussed within ten (10) days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the nurse. After the discussion, the supervisor shall confirm her response in writing. Failing settlement within five (5)



days, it shall be taken up as a grievance within five (5) days following receipt of the immediate supervisor's decision.

**9.04 Step two:**

A nurse will submit a grievance in writing to the Executive Director stating the nature of the grievance, the remedy sought and the provisions of the Agreement which are alleged to have been violated. The Executive Director shall meet with the Association within ten (10) days of the referral and shall render her decision in writing within ten (10) days of such meeting.

**9.05** The release of a probationary nurse shall not be subject to the grievance procedure unless the probationary nurse is released for exercising a right under this Agreement. A claim by a nurse who has completed her probationary period that she has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the nurse with the Employer at Step Two within seven (7) calendar days after the date the discharge or suspension is affected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- a) confirming the Employer's action is dismissing the nurse;
- b) reinstating the nurse with or without loss of seniority and with or without full compensation for the time lost;
- c) by any other arrangement which may be deemed just and equitable.

**9.06 Group Grievance**

Where a number of nurses have identical grievances and each nurse would be entitled to grieve separately, they will present a group grievance in writing, signed by each nurse who is grieving, to the Executive Director at Step Two within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the nurses. The applicable provisions of this article shall then apply with respect to the processing of such grievance.

**9.07 Policy Grievance**

A complaint or grievance shall be presented in writing to the Employer at Step Two of the grievance procedure by the Association for differences arising directly between the Employer and the Association concerning the interpretation, application, or alleged violation of this

Agreement within fourteen (14) calendar days following the circumstances giving rise to the complaint of grievance, Failing settlement the grievance may be submitted to arbitration.

9.08 Arbitration

Failing settlement of the grievance under the foregoing procedure, such grievance may be submitted to arbitration. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step Two is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step Two, it will be deemed to have been received within the time limits.

The party referring the matter to arbitration shall name a nominee at the same time.

The recipient of the notice shall, within ten (10) days, inform the other party of the name of its nominee to the arbitration board. The two nominees so selected shall, within fourteen (14) days of the nomination of the second of them, select a mutually acceptable third person who shall be the chairperson. If one of them fails to name its nominee, or the two nominees fail to agree upon a chairperson within the time limits, the appointment shall be made by the Minister of Labour for Ontario upon the request by either party..

9.09 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance and arbitration procedure.

9.10 Each party shall pay its own expenses including those for its nominee and witnesses and the fees and expenses of the chairperson shall be borne equally by the parties.

9.11 The Arbitration Board shall not be empowered to alter, modify, add to or amend any part of this Agreement, or to make any decision which is inconsistent with the provisions of this Agreement.

9.12 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle a grievance.

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

- .14 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority, the decision of the chairperson will be final and binding upon the parties hereto and the nurse or nurses concerned.
- 9.15 All agreements under the grievance procedure between the representatives of the Employer and the representatives of the Association will be final and binding upon the Employer and the Association and the nurse(s).

#### ARTICLE 10 - SENIORITY

- 10.01 Seniority for full-time nurses shall be defined as length of continuous service with the Employer since date of last hire. Seniority for part-time nurses shall be based on paid hours accumulated since date of last hire. It is recognized that fifteen hundred (1500) paid hours equals one (1) year of full-time service.
- 10.02 The probationary period for nurses shall be six (6) months worked from date of last hire.
- 10.03 The Employer will keep up to date seniority lists for full-time and part-time nurses, and post them in a conspicuous place, and supply copies of the current lists to the Association twice a year in January and July, and prior to any layoff.
- 10.04 Seniority shall be retained and accumulated when a nurse is absent from work under the following conditions:
- (a) When on leave of absence with pay;
  - (b) When in receipt of paid sick leave;
  - (c) when in receipt of Workers' Compensation;
  - (d) When on maternity or parental leave;
  - (e) When on layoff of one (1) year or less.
- 10.05 Seniority and service shall be retained but not accumulated when a nurse is on leave of absence without pay for a period which exceeds thirty (30) continuous calendar days.

The nurse will become responsible for full payment of any subsidized employee benefits in which she is entitled to participate during the period of absence. She may arrange with the Employer to prepay the full premium of any applicable subsidized benefits during the leave to ensure her continuing coverage.

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.

10.06 A nurse shall lose all service and seniority and shall be deemed to be terminated if she:

- a) resigns;
- b) is discharged and not reinstated under the grievance and/or arbitration procedure;
- c) is laid off for more than one (1) year;
- d) 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 (7) calendar days after she has received the notice of recall or such further period of time as may be agreed upon by the parties.
- e) fails to report to work as scheduled at the end of a leave of absence, vacation or suspension or utilizes a leave of absence for purposes other than that for which the leave was granted;
- f) is absent from scheduled work for a period of three (3) consecutive working days or more without notifying the Employer of such absence and without providing a reason satisfactory to the Executive Director.
- g) refuses to continue to work or return to work during an emergency which seriously affects the Employer's ability to provide adequate client care, unless a satisfactory reason is given to the Employer.

10.07 The Employer may permanently fill the position of an employee who is in receipt of Workers' Compensation or on LTD in excess of eighteen (18) months. The employee shall have the right to return to the first vacancy in her classification when she is declared medically fit for work.

In order to enable an employee to return to work following a long term illness or disability, job posting requirements may be waived when the appropriate vacancy arises.

- 10.08 A nurse's full seniority and service shall be retained by the nurse in the event that she is transferred from full-time to part-time or in the event that she is transferred from casual to regular part-time or vice versa. A part-time nurse who changes her status to full-time will be given seniority credit on the basis of fifteen hundred (1500) paid hours of part-time service being equivalent to one (1) year of full-time service and vice versa. In addition, a nurse who is so transferred will be given credit for paid hours accumulated since date of last advancement.

10.09 position Outside the Bargaining Unit

Any nurse presently in the bargaining unit who elects to transfer to a position outside of the bargaining unit may be rehired into the bargaining unit after the Employer has complied with the job posting and recall provisions. In such event, the returning nurse shall be given a seniority date as of her date of last entry into the bargaining unit for purposes of job opportunity, layoff and other non-monetary benefits and provisions, She shall retain her last date of hire with the Employer for the calculation of salary and any monetary benefits.

ARTICLE 11 - JOB POSTING

- 11.01 a) Where a permanent vacancy occurs in a classification in the bargaining unit, the Employer will post a notice of such vacancy for ten (10) calendar days. Nurses shall submit written applications for the vacancy within the period indicated on *the* notice.
- b) Nurses shall be selected for posted positions on the basis of their skill, ability, experience, qualifications, training and education established by the Employer. Where these factors are relatively equal amongst the nurses considered, the senior applicant will be given preference provided that the successful applicant, if any, is qualified to perform the available work.
- c) Should there be no suitable applicants from within the bargaining unit, the Employer may hire a nurse from outside the bargaining unit.
- d) The name of the successful applicant will be posted by the Employer.

- 1.02 Nurses from within the bargaining unit shall be given the first opportunity to fill temporary full-time vacancies provided they are qualified to perform the work in question. 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 unless the time period is extended by mutual agreement.

## ARTICLE 12 - LAYOFF AND RECALL

- 12.01 (a) Where there is a reduction in the workload resulting in a surplus of nurses, and the Employer intends to conduct a layoff, it shall layoff nurses in inverse order of seniority provided that the nurses who are entitled to remain are qualified to perform the available work on the basis of their skill, ability, experience, qualifications, training and education established by the Employer.
- (b) Nurses shall be recalled in order of seniority, unless otherwise agreed between the Employer and the Association, provided that the senior nurse is qualified to perform the available work on the basis of her skill, ability, qualifications, training and education established by the Employer.
- c) In the event of a proposed layoff of a permanent or long term nature, the Employer will:
- i) Provide the Association with thirty (30) days' notice.
  - ii) Meet with the Association to review
    - a) The reasons causing the layoff;
    - b) The service which the Employer will undertake after the layoff;
    - c) The method of implementation, including areas of cutback and the nurses to be laid off.
  - iii) No new nurse will be hired nor will agency nurses be used nor will nurses be assigned overtime when there is a nurse(s) on layoff.

## ARTICLE 13 - EMPLOYEE FILES

- 13.01 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 twelve (12) months.

- 13.02 When any type of evaluation, performance appraisal, progress report or assessment related to job performance, nursing practice, or other employment related matters is completed with respect to any nurse, it shall be reviewed with the nurse. A copy of the completed performance appraisal will be provided to the nurse.
- 13.03 Upon request and after having given reasonable notice, a nurse may review her file in the presence of her supervisor or delegate and be provided with a copy of any document contained therein.

#### ARTICLE 14 - LEAVE OF ABSENCE

- 14.01 Requests for leave of absence without pay will be considered on an individual basis by the Employer. Such requests are to be made in writing at least four (4) weeks in advance and a written reply will be given within fourteen (14) days' receipt of such request, except in cases of emergency. If the leave of absence is denied, the reason shall be given in writing in the reply. Requests for leave of absence shall not be unreasonably withheld. It is understood that leaves of absence with or without pay may be granted for purposes other than those listed below:

14.02 a) Association Leave

Subject to service needs and staffing requirements, leave of absence to attend Association business may be granted to employees based on the following conditions:

- i) Requests for such leave shall be made in writing by the Association to the Employer giving as much notice as possible, with a minimum two (2) weeks advance notice, except in cases of emergency. The Employer shall indicate in writing whether or not the request has been approved.
- if) Not more than three (3) employees at any one time be allowed such leave conditional upon these employees not being from the same team.
- iii) Such leave shall not exceed twenty-five (25) cumulative days per fiscal year.
- iv) Where such leave has been granted under subsection (i), the Employer shall maintain the nurse's salary and benefits. The Local Association agrees to reimburse the Employer

in the amount of the daily rate of the nurse plus an amount for any applicable subsidized benefits. The Employer will bill the local Association within a reasonable period of time,

b) Board of Directors

The nurse shall give written notification and a certificate from a legally qualified medical practitioner at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. 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.

c) President. ONA

Upon application, in writing, by the Association on behalf of the nurse to the Employer, a leave of absence shall be granted to such nurse elected to the office of President of the Ontario Nurses' Association for a period of up to two (2) years. The nurse shall continue to accrue seniority and service during her absence. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer, and the Association agrees to reimburse the Employer the amount of the full cost of such salary and applicable benefits. The nurse agrees to notify the Employer of her intention to return to work at least two (2) weeks prior to the date of return.

14.03 Compassionate Leave

The following shall be granted:

- i) An employee shall be allowed *to take* up to three (3) days off in the event of the death of a spouse, child, parent, guardian, sibling, mother-in-law, father-in-law, grandparent, grandchild, son-in-law, daughter-in-law and shall receive pay at her basic rate for each scheduled day of work missed to a maximum of three (3) days within the period which extends from the date of death up to and including the day following interment or three (3) calendar days following the death, whichever is the greater.
- ii) Where extensive travel is required or in exceptional circumstances, additional unpaid compassionate leave of up to two (2) days may be granted at the discretion of the Executive Director,



- iii) Necessary time off of up to one (1) day of basic pay may be granted at the discretion of the Employer to an employee to attend a funeral as a pallbearer or mourner.

#### 14.04 Maternity/Parental Leave

Maternity/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 maternity/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 may take this leave within thirty-five (35) weeks of the child being born or coming into care.

- e) A nurse shall be permitted to commence her pregnancy leave at any time up to seventeen (17) weeks before the expected date of delivery.
- f) A nurse shall continue to accumulate seniority rights and shall continue to participate in the pension plan and group benefits plan 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.

#### 14.05 Jury and Witness Duty

If a nurse is required to serve as a juror in any court

of law or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the nurse's duties with the Employer, the nurse will receive pay for those days of her regular schedule during which she is required to be absent, provided that such nurse promptly 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.

A nurse shall not be required to attend work on those days on which she is fulfilling the above commitment.

#### 14.06 Pre-paid Leave Plan

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) years' salary over a five (5) year period, in accordance with part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The nurse must make written application to the 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 five (5) staff. The year for purposes of the program shall be September 1 of one (1) year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the nurse, the Local Association and the Employer.
- (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 hold back) during the four (4) years of salary deferral. During the year of leave, the employee's pension will be held in suspense i.e. no contributions can be made.
- j) 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, rearranging the

leave at a mutually agreeable time or of withdrawing from the Plan. The nurse may choose to have 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 14.06 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 15 - 'PAIDHOLIDAYS

15.01 The Employer agrees to recognize the following paid holidays:

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

plus one (1) float holiday

In the event an additional Federal or Provincial holiday is proclaimed during the term of this Collective Agreement, such holiday will be an additional paid holiday.

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

15.03 A nurse who is required to work on any of the foregoing holidays shall be paid for all hours worked at the rate of one and one half (1-1/2) times her regular rate of pay. In addition, she will receive an additional day off with pay. Such day off will be taken at a mutually agreed upon time within sixty (60) days following the

holiday. If such arrangements are not made as herein provided, the nurse shall be paid for the day at her regular rate of pay.

- 15.04 a) Where a holiday falls during a nurse's scheduled vacation period, her vacation shall be extended by one (1) day unless the nurse and Employer agree to schedule a different day off with pay.
- b) Where a holiday falls on a nurse's scheduled day off, an additional day off with pay will be scheduled.
- 15.05 In order to qualify for pay for a holiday, a nurse shall complete her full scheduled shift on each of the working days immediately preceding and following the holiday unless excused by the Employer.
- 15.06 When a nurse is scheduled to work a weekend which precedes a designated holiday set out in a. 15.01 she shall be expected to work the holiday unless mutually agreed otherwise between the Employer and the nurse.
- 15.07 When a nurse is not scheduled to work the weekend which precedes a designated holiday as set out in a. 15.01, she shall not be scheduled to work the paid holiday.
- 15.08 The Employer will endeavour to divide the designated holidays to be worked equally amongst the nurses.

#### ARTICLE 16 - VACATION

- 16.01 All full-time nurses shall be granted vacation with pay 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 fifteen (15) years of full-time continuous service - four (4) weeks;
- (d) Fifteen (15) or more years, but less than twenty-five (25) years of full-time continuous service - five (5) weeks;
- (e) Twenty-five (25) or more years of full-time continuous service - six (6) weeks.

6.02 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%

Note:

It is understood and agreed that all staff employed as of January 24, 1992 will have their vacation entitlement grandfathered in accordance with any more favourable entitlement which formed part of the Branch policies prior to the coming into force of this agreement.

16.03 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.

16.04 A nurse who resigns her employment with less than two (2) weeks' notice shall be entitled only to the vacation pay provided in Employment Standards Act.

16.05 a) Written requests for vacation time off from July 1st to December 31st shall be submitted to the supervisor responsible for scheduling by February 28th each year.

Written requests for vacation time off from January 1st to June 30th shall be submitted to the supervisor responsible for scheduling by September 30th each year.

b) Vacation schedules will be posted by March 15th and October 15th. Seniority shall govern where conflicts arise between requests of two or more employees.

c) A nurse may not change her authorized vacation time without the prior approval of her immediate supervisor.

d) From June 15th to September 15th, vacation time shall be limited to two (2) consecutive weeks off per staff member, unless service needs and staffing requirements permit additional vacation days.

e) A week of vacation shall be defined as seven (7) consecutive calendar days which include five (5) vacation days and two days off.

- f) The weekend before and after the vacation shall be scheduled off.
- g) The vacation year runs from April 1st to March 31st. Vacation may not be carried over from one fiscal year to the next.

#### ARTICLE 17 - SICK LEAVE AND LONG TERM DISABILITY

- 17.01 Each full-time employee shall accumulate sick leave credits at the rate of one and one half (1½) days per month of service up to a maximum of one hundred and twenty (120) working days.
- 17.02 Such credits shall be accumulated from the beginning of the first complete calendar month after the commencement of employment and such credits can be used, if available, after one month of service including the probationary period.
- 17.03 Designated holidays and regular days off shall not form part of the illness period.
- 17.04 Full-time employees are required to participate in the National Long-Term Disability Plan, subject to its terms and conditions, on the basis of one hundred percent 100% employee paid premiums.
- 17.05 A Part-time nurse or a nurse who transfers from Full-time to Part-time shall have her accumulated sick bank credits frozen for two (2) years. Such bank shall be reinstated should such nurse transfer to or back to Full-time within two (2) years.

#### ARTICLE 18 - HOURS OF WORK AND SCHEDULING

The following provision designating regular hours on a daily shift and regular daily shifts over the nursing schedule established by the Employer shall not be construed to be a guarantee of the hours of work to be performed on each shift or during Bach shift schedule:

- 18.01 The regular hours of work for all, full-time employees will be:
  - a) Seven and one-half (7-1/2) hours per day, exclusive of a one-half (1/2) hour unpaid meal period.
  - b) Seventy-five (75) hours per two week period.
  - c) Shall include no more than seven (7) consecutive shifts unless mutually agreed to by the nurse and the Employer.

8.02 An employee shall be entitled to rest periods on the basis of fifteen (15) minutes during each half shift. Nurses shall not take extra time, leave work early, nor shall they claim any overtime as a result of missing rest periods.

- 18.03
- a) There shall be no split tours.
  - b) Work schedules shall be posted six (6) weeks in advance.
  - c) Nurses shall not be required to work more than one (1) weekend in four (4).
  - d) If a nurse is required to work a second consecutive and subsequent week-end she will receive premium payment of time and one-half (1-1/2) for all hours worked on that weekend except where:
    - i) Such weekend has been worked by the nurse to satisfy specific days off requested by such nurse;
    - ii) Such nurse has requested weekend work;
    - iii) Such weekend is worked as the result of an exchange of shifts with another nurse;
    - iv) Such weekend is work in conjunction with a designated holiday.
  - e) Nurses will be allowed to exchange shifts. Such changes initiated by nurses shall not result in additional cost to the Employer in the form of overtime, premium payments or otherwise. All changes shall be approved in advance by the nurse's immediate supervisor.
  - f) Nurses shall receive a minimum of three (3) consecutive days off at Christmas or New Year's. The Employer may, at its discretion, waive all other scheduling requirements during this period.

**AR ] 19 - PE ] ] PAYMENT**

19.01 All time worked in excess of a ten (10) day, seventy-five (75) hour fortnight averaged over a two (2) week period of seven and one-half (7-1/2) hours a day shall be considered as overtime subject to the following conditions:

- a) The nurse is pre-authorized by her supervisor to work overtime.



- b) Time up to and including fifteen (15) minutes shall not be counted.
- c) Time in excess of fifteen (15) minutes shall be counted as total time worked in fifteen (15) minute intervals.
- d) A nurse who works overtime, for work assigned to her by the Employer after she has worked a seven and one-half (7-1/2) hour day, shall receive payment at the rate of time and one-half (1-1/2).

19.02 If a nurse's scheduled tour is cancelled with less than twelve (12) hours' notice in advance of the starting time of the scheduled shift, she will receive three (3) hours' pay at her regular hourly rate. Such cancellation shall not be considered as a layoff.

19.03 A nurse who is called in or reports for work as scheduled and is not required to work, shall, unless otherwise notified by the Employer, receive a minimum of four (4) hours' pay at her regular hourly rate. Such nurse shall be required to perform any nursing duties assigned by the Employer.

19.04 Call Back

An employee who has arrived at her residence following the completion of her regular shift and is required to report back to work before commencement of her next scheduled shift shall be paid overtime rates of pay, with a guaranteed minimum of three (3) hours at basic rates. If the extra time worked under this subsection commences within less than three (3) hours before the start of a shift, the guaranteed minimum will not apply. In such cases, she will receive the overtime rate for actual hours worked up to the commencement of her regular shift. An employee will not be required to alter the normal finish time of her shift to absorb such overtime.

19.05 ~~Where~~ a nurse is assigned to be on call outside her regularly scheduled working hours, she shall receive on call pay in the amount of one dollar and fifty cents (\$1.50) per hour for the period of on call scheduled by the Employer.

'19.06 Shift Premium

A shift premium of sixty cents (\$0.60) per hour will be paid for all hours worked on the evening or night shift where the majority of hours fall between 1600 hours and 0800 hours.

- .07 A nurse shall be paid a weekend premium of forty-five cents (\$0.45) per hour for all hours worked between 2400 hours Friday and 2400 hours Sunday.

#### ARTICLE 20 - MISCELLANEOUS

- 20.01 The Employer shall provide a bulletin board for the sole use of the Association in the staff room for the purpose of posting official Union information relating to business affairs, meetings, and social events provided the information does not contain anything that is adverse to the interests of the Employer. The Employer shall have the right to remove the posting of any information that is deems to be adverse to its interests.
- 20.02 A copy of this agreement in a mutually agreed upon form will be issued to each nurse now employed and as employed. The cost of printing this agreement shall be shared equally between the Association and the Employer.
- 20.03 Pay cheques will be issued on the 15th and the last day of each month with an itemized statement of all deductions, premiums and changes of salary 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 date.
- 20.04 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 with the Association.
- 20.05 Each nurse shall keep the Employer informed of changes to relevant employment information.
- 20.06 The Employer shall make available to each nurse and the Association a copy of the booklets for those benefit programs defined in the Collective Agreement and changes thereto.

#### ARTICLE 21 - BENEFITS

- 21.01 The Employer shall contribute towards the premium coverage of full-time 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 enrolment requirements.
- a) The Employer agrees to pay one hundred percent 100% of the billed premium toward coverage of eligible nurses in the active employ of the Employer for a group life insurance plan providing two (2) times annual salary as well as accidental death and dismemberment in the same amount.

- b) A nurse may elect to purchase additional voluntary life insurance and accidental death and dismemberment insurance in accordance with the terms of the Plan.
- c) The Employer agrees to contribute fifty percent (50%) of the billed premium towards coverage of eligible nurses in the active employ of the employer under the Extended Health Care Plan as provided under the VON Canada National Group Benefits Plan. The balance of the monthly premiums is paid by the nurse through payroll deductions.
- d) The Employer agrees to contribute fifty percent (50%) of the billed premium towards coverage of eligible nurses in the active employ of **the Employer** under the Dental Plan as provided under the VON Canada National Group Benefits Plan. The balance of the monthly premium is paid by the nurse.
- c) Nurses who are on layoff may continue to participate in benefit plans at their request provided they make arrangements to pay one hundred percent (100%) of the premium and subject to the approval of the carrier.

#### ARTICLE 22 - PENSION PLAN

- 22.01 All nurses who are presently enrolled in the Employer's Pension Plan shall maintain their enrolment in the Plan 'subject to its terms and conditions. New nurses, and nurses employed but not yet eligible for membership in the Plan, shall, as a condition of employment, enrol in the Plan, when eligible in accordance with **its** terms and conditions.

#### ARTICLE 23 - COMPENSATION

- 23.01 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.
- 23.02 The hourly salary rates payable to a **regular** or casual part-time nurse include compensation in lieu of all fringe benefits which are paid to full-time nurses. It is Understood and agreed that holiday pay is included within the percentage in lieu of fringe benefits and that vacation pay and Pension Plan participation are **not** included. It is understood and agreed that the part-time nurses' hourly rate in this agreement does not include the additional nine percent (9%) as applicable which is paid in lieu of fringe benefits and accordingly the nine percent (9%) as applicable add on payment in

lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.

23.03 Retroactivity

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 or the Memorandum of Settlement dated January 24, 1992. Salary rates shall be retroactive to the dates and in the amounts stipulated in Schedule "A" attached to this Memorandum.

23.04 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.

23.05 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 cooperate with the Employer by providing verification of such previous experience in writing from previous employers during the probationary period. No such review shall be given for experience of less than six (6) month duration, nor where the nurse has not been actively nursing within the immediately preceding last three (3) years. The Employer shall assess the applicability of the previous experience during the nurse's probationary period and, where such experience is acceptable, shall place the nurse at an appropriate level on the wage grid to be effective upon completion of the probationary period. Such placement shall not exceed the fourth (4) level of the wage grid and shall be on the basis of one (1) increment for each year of VON nursing experience and one (1) increment for each two (2) years of hospital experience.

23.06 An annual increment shall be paid on each nurse's anniversary date of employment and after each fifteen hundred (1500) hours paid in the case of part-time nurses where an employee has demonstrated satisfactory performance.

Nurses employed as of January 24, 1992 will be moved to the appropriate level of the wage grid in accordance with Article 23.04 effective date of ratification. Nurses who

are currently at level 4 or above on the wage grid will not have their salaries adjusted.

- 23.07 When a new classification in the bargaining unit is established by the Employer, or the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, 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 Two 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.

- 23.08 A nurse who is promoted to a higher rated classification within the bargaining unit will be placed on the level of the salary schedule of the higher rated classification so that she will receive no less an increase in salary than the equivalent of one step in the salary range of the previous classification.

23.09 Mileage Allowance

- a) A mileage allowance of twenty-nine cents (\$0.29) per kilometre effective date of ratification for all kilometres driven by a nurse commencing from the home of her first client each day or from the branch office and terminating at the home of her last client or the branch office.
- b) Foot care nurses and nurses working in the shift nursing program twenty-six cents (\$0.26) per kilometre will be paid retroactive to April 1, 1991 and will receive a mileage allowance from their homes to the clinics or clients' homes in which they are working and back to their homes for all kilometres driven in excess of fifteen (15) kilometres each way.



ICLE 24 - DURATION

24.01 This agreement shall be in effect from January 1, 1991 to March 31, 1992 and shall remain in effect from year to year thereafter unless either party gives the party written notice of termination or desire to amend the agreement.

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

Dated at Newmarket, Ontario, this 6th day of April 1992.

ONTARIO NURSES' ASSOCIATION

VICTORIAN ORDER OF NURSES (YORK BRANCH)

Sharon Faulds  
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APPENDIX A - SALARIES

All part-time nurses will receive nine percent (9%) in lieu of benefits in accordance with Article 23.02.

Nursing Salaries  
April 1, 1991 - March 31, 1992

<u>POSITION</u>	Effective April 1, Effective October 1, 1991 1991	
	RN	RN
<u>LEVEL 1</u>	\$33,000	\$33,000
<u>LEVEL 2</u>	\$34,000	\$34,000
<u>LEVEL 3</u>	\$35,000	\$35,500
<u>LEVEL 4</u>	\$36,000	\$37,000
<u>LEVEL 5</u>	\$37,000	\$38,000
<u>LEVEL 6</u>	\$38,000	\$39,000
<u>LEVEL 7</u>	\$39,500	\$40,500
<u>LEVEL 8</u>	\$40,500	\$41,500
<u>LEVEL 9</u>	\$42,000	\$43,000
<u>LEVEL 10</u>	\$44,000	\$45,000

<u>P O S I T I O N</u>	Effective April 1, Effective October 1, 1991 1991	
	BN	BN
<u>LEVEL 1</u>	\$34,100	\$34,100
<u>LEVEL 2</u>	\$35,100	\$35,100
<u>LEVEL 3</u>	\$36,200	\$36,200
<u>LEVEL 4</u>	\$36,500	\$37,000
<u>LEVEL 5</u>	\$37,700	\$38,000
<u>LEVEL 6</u>	\$38,400	\$39,000
<u>LEVEL 7</u>	\$39,500	\$40,500
<u>LEVEL 8</u>	\$40,500	\$41,500
<u>LEVEL 9</u>	\$42,000	\$43,000
<u>LEVEL 10</u>	\$44,000	\$45,000

APPENDIX BLETTER OF UNDERSTANDING

between

Victorian Order of Nurses, York Branch

and

Ontario Nurses' Association

Re: Job Sharing

The parties mutually agree to continue with job sharing. Job sharing is defined as an arrangement whereby two (2) nurses share hours of work of what would otherwise be one (1) full-time position. The nurses working as job sharers will be classified as regular part-time and will be covered by the Collective Agreement with the following exceptions:

- 1) The Employer will determine the suitability and number of job sharing positions.
- 2) Job sharing requests with regard to full-time positions shall be considered on an individual basis.
- 3) Total hours worked by the job sharers shall equal one (1) full-time position. The schedule shall be determined by mutual agreement between the two (2) nurses and the Supervisor. Job sharers shall not be requested to work any tours outside of the tours of the full-time position.
- 4) The job sharers involved will have the right to determine which partner works on scheduled paid holidays.
- 5) The schedule referred to in paragraph three (3) shall conform with the scheduling provisions of the Collective Agreement except that each job sharer may continue to work weekends and statutory holidays on the same basis as full-time staff.
- 6) It is expected that both job sharers will cover each other's absence's including incidental illnesses and vacation. Job sharers are not required to cover for their partners in the case of prolonged or extended absences but may be offered the opportunity to do so. If, because of unavoidable circumstances, one can not cover the other, the supervisor must be notified to book coverage.
- 7) Subject to paragraph one (1) above:
  - a) 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 based on the job posting criteria set out in Article 11 of the Collective Agreement.

b) An incumbent full-time nurse wishing to share her position may do so without having her half of the position posted. The other half of the job sharing position will be posted and selection will be made on the job posting criteria set out in Article 11 of the Collective Agreement.

8) If one of the job sharers leaves the arrangement, her position will be posted. If there is no successful applicant for the position, the shared position must revert to a full-time position. The remaining nurse will have the option of filling the full-time position or reverting to a part-time position for which she is qualified when a vacancy exists. If she does not continue full-time, the position must be posted according to the Collective Agreement.

9) Discontinuation:

Either party may discontinue the job sharing arrangement with thirty (30) days notice.

It is understood and agreed that this letter of understanding is ancillary to and does not form part of this Collective Agreement.

Agreement dated at Newmarket this 6th day of April 1992.

For the Association

For VON York Branch

Sharon Faulds  
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