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**COLLECTIVE AGREEMENT**

**BETWEEN**

**UNIVERSITY OF GUELPH**  
(hereinafter referred to as "the University")

**AND**

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

**Expiry Date: June 30, 1992**

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ARTICLE 1 - DEFINITIONS

- 1.01 The word "**Nurse**" as when used throughout this Agreement shall mean persons included in this bargaining unit as described in Article 3.01.
- 1.02 A Registered Nurse is defined as a person who holds a current Certificate of Competence from the College of Nurses of Ontario, in accordance with the Health Disciplines Act, 1974, as amended.
- 1.03 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 registered by the College of Nurses of Ontario or is completing registration requirements.
- 1.04 "Day" means working day for the individual concerned unless otherwise specifically stipulated. In the case of grievance administration, "**day**" means a working day in the University's Personnel Department.
- 1.05 Regular Full-time means an employment class of the University, conferring upon nursing staff in Medical Services, scheduled hours of work as defined in Article 16.01 (a).
- 1.06 Temporary Full-Time/Temporary Part-Time  
Temporary Full-Time/Temporary Part-Time means an employment class at the University conferring upon its nursing incumbents within the Medical Services Department the normally scheduled hours of work as defined by Article 16.01 but subject to the nurse(s) being hired on a temporary basis to replace a nurse who is on any approved leave of absence of up to twelve (12) months or to fill a position created for a special project for not more than twelve (12) months.
- 1.07 Part-time means an employment class of the University, for nursing incumbents in Medical Services, who commit to be available for work on a regular pre-determined basis, and a call-in or replacement basis.
- 1.08 "Paid Status" means drawing wages for time worked, for paid sick leave, for paid holidays, for vacation leave, for bereavement leave, for jury duty, for military leave and for periods of Workers' Compensation of up to six (6) months duration.
- 1.09 "Regular hourly rate" means an amount calculated by multiplying the monthly rate of a full-time nurse times twelve (12) and then dividing the total by the annual straight time hours of the full-time nurse.

- 1.10 Whenever the feminine pronoun is used in this agreement, it includes the masculine pronoun, and vice versa where the context so requires.

## ARTICLE 2 - PURPOSE

- 2.01 The purposes of this Agreement are to establish and maintain collective bargaining relations between the University and the nurses covered by this Agreement; to provide for on-going means of communication between the Association and the University and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually agreed salaries, hours of work and other conditions of employment in accordance with the provisions of the Agreement.
- 2.02 It is recognized that the nurses wish to work together with the University to secure the best possible nursing care and health protection for patients.

## ARTICLE 3 - RECOGNITION

- 3.01 (a) The University recognizes the Association as the sole and exclusive bargaining agent of all registered and graduate nurses of the University of Guelph employed in a nursing capacity at its Medical Services Department at Guelph, save and except Clinic Administrator, persons above the rank of Clinic Administrator and persons regularly employed for not more than twenty-four (24) hours per week.
- (b) The University recognizes the Association as the sole and exclusive bargaining agent of all registered and graduate nurses of the University of Guelph regularly employed in a nursing capacity for twenty-four (24) hours per week or less at its Medical Services Department at Guelph, save and except the Clinic Administrator and persons above the rank of Clinic Administrator.
- 3.02 (a) Employees who are excluded from the bargaining unit(s) shall not perform duties normally performed by nurses in the bargaining units which shall directly cause or result in lay-off, loss of seniority or length of service of the nurses in the bargaining unit(s).
- (b) The University shall not contract out any work usually performed by members of these bargaining

units if, as a result of such contracting out, a lay off of any nurse(s) follows.

#### ARTICLE 4 - MANAGEMENT FUNCTIONS

4.01 The Association acknowledges that it is the exclusive function of the University to:

- (a) maintain order, discipline and efficiency;
- (b) hire, direct, assign, classify, promote, discipline, suspend or discharge nurses provided that a claim that a nurse has been disciplined, suspended or discharged without just cause, may be treated as a grievance and dealt with as hereinafter provided;
- (c) establish, maintain and enforce rules and regulations not inconsistent with the provisions of this Agreement, governing the conduct of nurses; and
- (d) generally to manage the University and without restricting the generality of the foregoing, to determine the number of personnel required from time to time, the standards of performance for all nurses, the methods, procedures, and equipment to be used, schedules of work and all other matters concerning the operation of the University not otherwise specifically dealt with elsewhere in this Agreement.

4.02 The University agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement.

#### ARTICLE 5 - RELATIONSHIP

5.01 No discrimination, interference, restrictions or coercion shall be exercised or practised by the University or the Association with respect to any staff member in regard to any matter to do with terms and conditions of employment by reason of race, creed, colour, sex, marital status, nationality, ancestry, place of origin, political or religious affiliations, sexual orientation, age, handicap, record of offenses as per the Ontario Human Rights Code nor by reason of membership or non-membership or activity or lack of activity in the Association.

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

5.03 The University and the Association agree that all employees have the right to freedom from harassment in the workplace because of sex. Sexual harassment will not be permitted by any agent or employee of the University towards any other employee, student or visitor. Nurses who feel they may be involved in a sexual harassment situation, as defined by the Ontario Human Rights Code but not limited by it, may be assisted by their Association representative if desired and should contact the Manager of Employee Relations or Designate of the Personnel Department for assistance. All such contacts and resulting investigations will be handled in a confidential manner.

It is understood that should the situation or concern not be resolved, a nurse may submit a grievance at the third step.

#### ARTICLE 6 - STRIKES AND LOCKOUTS

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

#### ARTICLE 7 - ASSOCIATION SECURITY

7.01 The University will deduct, once monthly, from the pay of each nurse, including both full-time and part-time nurses covered by this Agreement such monthly dues, as may be adopted and designated by the Association. Such monies shall be forwarded to the Provincial Secretary-Treasurer of the Association. The Provincial Secretary-Treasurer shall notify the University of any changes therein and such notification shall be the University's conclusive authority to make the deductions specified.

The University shall provide the Association together with the above, not later than fifteen (15) days after the deduction, a list showing the names of the nurses from whom deductions were made, including deletions (indicating terminations) and additions from the

preceding month and their social insurance numbers. A copy of this will be sent to the Local Association.

The University agrees to furnish the Association in the months of March and September of each year a list of all nurses in the bargaining unit(s) together with their last address and phone number. This shall be separate from the seniority lists.

In consideration of the deducting and forwarding of Association dues by the University, the Association agrees to indemnify and save harmless the University against any claims or liabilities arising or resulting from the operation of this Article.

- 7.02 The University will deduct from the pay of all newly employed nurses an amount equal to the monthly dues commencing from the first deduction date following the date of employment.
- 7.03 The University shall provide each nurse with a statement of dues deduction for income tax purposes (T-4 Supplementary Slip).
- 7.04 (a) All new nurses, whether part-time or full-time, will be introduced to their nurse representative during the orientation period.
- (b) During the orientation period, an officer of the Association or nurse representative shall be allowed a fifteen (15) minute time period within regular working hours to interview such nurses and to discuss the duties and benefits of Association membership and to give out collective agreements, membership forms and other relevant Association material. Nurses will be allowed to join the Association at this time. These interviews will be prescheduled by the Clinic Administrator/Designate.

#### ARTICLE 8 - ASSOCIATION COMMITTEES AND REPRESENTATIVES

- 8.01 The University will recognize the following:
- (a) Two nurse representatives. Upon mutual agreement of the parties, the number may be altered from time to time.
- (b) A Grievance Committee of up to two (2) nurses.
- (c) A Negotiating Committee of two (2) nurses plus a provincial Employment Relations Officer. (It is



understood and agreed that the Employment Relations Officer is the signing authority for the Ontario Nurses' Association and therefore any agreement reached between the parties is of no force or effect without the agreement and signature of the Employment Relations Officer.)

- (d) One (1) nurse representative as selected or appointed by the Association from the bargaining unit shall sit on the University Occupational Health and Safety Committee.

8.02 The Local Association will supply the University, in writing, with the names of its representatives and changes thereto.

8.03 All reference to officers, representatives and committee members in this Agreement shall be deemed to mean officers, representatives and committee members of the fully chartered Local Association.

8.04 The Association Committees shall have the right to have the assistance of representatives or consultants from or acting on behalf of the Ontario Nurses' Association. Such representatives or consultants shall have access to the premises only with the permission of the University which shall not be unreasonably withheld.

8.05 (a) It is understood that a local nurse representative and/or members of the Grievance Committee have regular work to perform and that if it is necessary to service a grievance during working hours, will not leave work without first obtaining the permission of the Clinic Administrator/Designate which shall not be unreasonably withheld. The nurse shall state the destination to the Clinic Administrator/Designate and shall report again to the Clinic Administrator/Designate at the time of returning to work. Such approved time shall be paid by the University.

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

(c) The University agrees to pay members of the Negotiating Committee for time spent during regular working hours in negotiations.

- (d) On consultation with the clinic Administrator/Designate the nurses on the Negotiating Committee shall have the option of receiving paid time off for the evening of the preceding day or the evening of the actual negotiating day if scheduled to work these shifts. Any differences will be resolved by the Clinic Administrator/Designate.

8.06 Acknowledging that mutual benefits are derived from joint consultation, an Association/Management Committee is established to enter into discussions concerning matters related to work load, scheduling, job content, and any other matters of concern not covered by this Collective Agreement. In accord with these principles the parties agree as follows:

- (a) Meetings between the Association and the University may be held as required at times as mutually agreed but no more than once monthly. The party requesting the meeting shall make the request in writing advising the other party of the matter(s) it wishes to discuss; and
- (b) Upon notification, a meeting shall be convened within ten (10) days or at a later date if mutually agreed to and chaired by the party making the request;
- (c) Each party shall be represented by up to two (2) people (or more if mutually agreed),

8.07 With permission from the University, the Association may hold meetings on University premises.

8.08 OCCUPATIONAL HEALTH AND SAFETY

The University and the Association agree that they mutually desire to maintain standards of health and safety in the University. All rights and privileges as established under the Occupational Health and Safety Act of the Province of Ontario and as they are amended by the Ontario Legislature shall form part of this Agreement.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 For purposes of this Agreement, a grievance is defined as an alleged violation of:

- (i) The Collective Agreement

(ii) The Human Rights Code of Ontario

(iii) The Employment Standards Act of Ontario

9.02

At any stage of the grievance procedure, excluding the complaint stage, a nurse(s) is entitled to be represented by a nurse representative. In the case of formal discipline suspension or discharge, the University shall notify the nurse(s) of this right in advance.

9.03

It is the mutual desire of the parties hereto that complaints of nurse(s) shall be addressed as quickly as possible and adjusted if deemed necessary. It is understood that a nurse has no grievance until the nurse has first given the Clinic Administrator or Designate an opportunity to adjust the complaint. If a nurse has a complaint the nurse shall discuss it with the Clinic Administrator or Designate within fifteen (15) days after the nurse would reasonably be expected to have become aware of the circumstances giving rise to the complaint. The Clinic Administrator or Designate shall be allowed ten (10) days to seek information and advice and to communicate an answer to the nurse. Failing settlement, it may then be taken up as a grievance within ten (10) days following advisement of the Clinic Administrator or Designate's decision in the following manner and sequence:

#### Step 1

Within ten (10) days of the reply of the Clinic Administrator or Designate, the nurse may present the grievance in writing to the Clinic Administrator or Designate on a form referred to in Article 9.06 and the grievance shall identify the date of presentation, the nature of the grievance, the remedy sought and should identify the provisions of the Collective Agreement, the Human Rights Code and/or the Employment Standards Act of Ontario which are alleged to be violated. The written grievance shall be signed by the nurse. The Clinic Administrator or Designate shall render a decision in writing within ten (10) days following the day on which the grievance was presented. Failing settlement, then:

#### Step 2

Within ten (10) days following the decision under STEP #1, the nurse may submit the written grievance to the Director, Medical Services or Designate who will deliver a decision in writing within ten (10) days from the date on which the written grievance was presented to the Director, Medical Services or Designate. The

parties, may if they so desire, meet to discuss the grievance at a time and place suitable to both parties. Failing settlement, then:

### Step 3

Within ten (10) days following the decision in STEP #2, the grievance may be submitted in writing to the Director of Personnel or Designate. A meeting will then be held between the Director of Personnel or Designate and the Grievance Committee as provided for in Article 8.01 within ten (10) days of the submission of the grievance at STEP #3 unless extended by agreement of the parties. It is understood and agreed that a representative of Ontario Nurses' Association and the grievor may be present at the meeting. The Director of Personnel or Designate shall render a decision in writing to the grievor, the Chair of the Grievance Committee and the Association's Employment Relations Officer within ten (10) days of the above meeting. If the decision is unsatisfactory to the nurse or the Association, it may be referred to arbitration by notification to the Director of Personnel or Designate within ten (10) days of the receipt of the decision at STEP #3.

#### 9.04 Policy Grievance

A complaint or grievance arising directly between the Association and the University or concerning a matter of policy, interpretation, application or alleged violation of the Collective Agreement shall be originated at STEP #3 of the grievance procedure within fifteen (15) days following the circumstances giving rise to the complaint or grievance.

A grievance by the University shall be filed with the Local President or Designate.

#### 9.05 Group Grievance

Where two (2) or more nurses have identical grievances and each nurse would be entitled to grieve separately, they may present a group grievance in writing to the Director, Medical Services or designate within fifteen (15) days after the circumstances giving rise to the grievance have occurred or ought reasonably have come to the attention of the nurse(s). The grievance shall then be treated as being initiated at STEP #2 and the applicable provision of this Article shall then apply with respect to the processing of such a grievance.

#### 9.06 Association grievances shall be on a form set out in

Appendix "C".

9.07

- (a) The release of a probationary nurse shall not be subject to the grievance procedure.
- (b) Where a nurse, who has completed the probationary period, is suspended or discharged, the nurse and the Association, shall be provided with written reasons within five (5) days. A claim by the nurse that the nurse has been unjustly suspended or discharged shall be treated as a grievance if a written statement of such grievance is lodged by the nurse with the University at Step #3 within ten (10) days after the date the suspension or discharge is effected. Such special grievance may be settled under the Grievance and/or Arbitration Procedure by:
  - (i) confirming the University's action in discharging or suspending the nurse(s) or;
  - (ii) reinstating the nurse(s) without loss of seniority and with full compensation for time and credits lost;
  - (iii) by any other arrangement which may be deemed just and equitable.

The University agrees it will not suspend, discharge or otherwise discipline a nurse who has completed the probationary period, without just cause.

9.08

Arbitration

Where a difference arises between the parties relating to the interpretation, application or administration of this Collective Agreement, the Human Rights Code and/or the Employment Standards Act, including any question as to whether a matter is arbitrable, or where an allegation is made that this agreement, the Human Rights Code and/or the Employment Standards Act has been violated, either of the parties may, after exhausting the Grievance Procedure established by this Collective Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration, and the notice shall contain the name of the first party's nominee to an arbitration board.

The recipient of the notice shall, within seven (7) days thereafter, inform the other party of the name of their nominee to the arbitration board. The two nominees so selected, shall, within five (5) days of the appointment

of the second of them, appoint a third person who shall be the chair. If the recipient of the notice fails to appoint an arbitrator, or the two (2) nominees fail to agree upon a Chair within the time limits, the appointment shall be made by the Ministry of Labour for Ontario upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and any nurses affected by it. The decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chair shall govern.

**9.09** Each party shall pay the costs and expenses of its nominees and the cost and expenses of the Chair shall be borne equally by the parties. Arbitration hearings shall be held in the community of the University or at such other places as may be agreed upon by the Association and the University.

**9.10** The Arbitration Board shall not be authorized to make any decision inconsistent with the provision of this Agreement, nor to alter, modify, add to or amend any part of this Collective Agreement.

**9.11** No person shall be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

**9.12** The party demanding arbitration shall be responsible for informing any third party likely to be adversely affected:

- (a) of the time and place of sitting of the Board of Arbitration;
- (b) of the matter to be placed before the Board; and
- (c) of the right of that third party to be present and represented.

**9.13** The time limits mentioned in Article 9 may be extended by written agreement between the grievor and/or the appropriate Association representative and the appropriate University official.

- (a) The grievor may proceed to the next step of the procedure if the appropriate University official exceeds the time limits allowed to act; or
- (b) If the grievor fails to comply with the time limits set out in the Grievance and Arbitration procedure

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contained herein except by written agreement by the parties, the University may consider the grievance to have been abandoned subject only to the provisions of Section 44 (6) of the Labour Relations Act.

## ARTICLE 10 - PROFESSIONAL RESPONSIBILITY

### 10.01 Professional Responsibility

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 shall:

- (a) (i) complain in writing to the Association Management Committee within thirty (30) days of the alleged improper assignment. The Association Management Committee shall convene a meeting within ten (10) days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
  - (ii) Failing resolution of the complaint within five (5) days of the meeting of the Association Management Committee, the complaint shall be forwarded to an independent assessment committee, composed of three (3) registered nurses; one chosen by the Ontario Nurses' Association, and one (1) chosen by the University, and one chosen from a panel of four (4) independent registered nurses who are well respected within the profession. The member chosen from the panel of independent registered nurses shall act as Chair.
  - (iii) The Assessment Committee shall set a date to conduct a hearing into the complaint within fourteen (14) days of its appointment, and shall be empowered to investigate as necessary, and make what decisions it finds appropriate in the circumstances. The Assessment Committee shall report its findings in writing, to the parties and shall forward a copy of its report to the Associate Vice-President Student Affairs of the University.
- (b) (i) The list of Chairpersons - Assessment Committee is attached to Schedule "B" and

forms part of this agreement. Should the Chairperson who is selected to serve decline when required, or it becomes obvious that he/she would not be suitable due to connections with the University or community, the next person on the list will be approached to act as Chairperson.

- (ii) Each party will bear the cost of its own nominee and will share equally the fee of the Chairperson, and whatever other expenses are included by the Assessment Committee, in the performance of its responsibilities as set out herein.

#### ARTICLE 11 - ORIENTATION AND IN-SERVICE

11.01 It is agreed that an orientation programme will be provided to all nurses and that during this time the newly hired nurse will be considered additional staff and not placed in charge:

- (a) The orientation as performed by the Clinic Administrator or Designate shall include a familiarization with the department physical plant, applicable University policies and Medical Services policies and procedures.

- (b) The orientation period of the following times shall **apply:**

Five (5) days in the Triage area on the day shift;

Five (5) days in the designated office on the day shift, should it be applicable to the position;  
Three (3) shifts on the evening shift;

One (1) complete weekend, should it apply to that position.

- (c) The newly hired nurse(s), the Clinic Administrator or the Designate(s) involved in the orientation will confirm in writing that the orientation programme has been completed.

11.02 Nurses recalled from layoff, nurses whose probationary period has been extended, nurses who transfer on a permanent basis, and nurses who are returning from an extended leave, may be provided an orientation as deemed necessary by Medical Services.



A request by such a nurse for orientation shall not be unreasonably denied.

11.03

Nurses have the responsibility for continuous learning which enables the individual to enhance and expand personal and professional skills and to realize potential. Therefore the University and the Association agree that:

- (a) Both Medical Services and the Association recognize their joint responsibility and commitment to provide and to participate in in-service education. The Association supports the principle of its members' responsibility for their own professional development and Medical Services will endeavour to assist nurses in this goal. Available programs will be publicized, and Medical Services will endeavour to provide nurses with opportunities to attend such programs during their regularly scheduled working hours.
- (b) The delegation of Added Nursing Skills and Sanctioned Medical Acts (Special Procedures) to nurses shall be in accordance with guidelines established by the College of Nurses and the Health Disciplines Act.

11.04

All in-service programmes shall be posted on the staff bulletin board and, where possible, by individual notice in writing. These in-services shall be scheduled to allow nurses to attend during regular working hours, subject to departmental operational considerations. When a nurse is required to attend in-services or courses outside of regularly scheduled hours, the nurse shall be paid for all time in attendance at her regular straight time rate of pay.

11.05

The University agrees that when, for any reason, changes in its operating and technical methods and practices of providing nursing care, require additional knowledge or skill on the part of the nurses, such nurses will be given the opportunity to study and practice to acquire any knowledge or skill necessary to carry out these responsibilities.

11.06

Nurses may be required, as part of their regular duties, to supervise the activities of students and will be informed, in writing, of their responsibilities in relation to these students.

The information that is provided to the Medical Services Department by the Educational Institute with respect to the skill level of the nursing students will be made

available to the nurses recruited to supervise the students.

## ARTICLE 12 - EVALUATIONS AND ADVERSE REPORTS

- 12.01 When any type of evaluation, performance review or assessment related to performance or nursing practice are completed for any nurse, it is understood that such nurse shall be given an opportunity to sign the document, indicate any area of disagreement and be provided with a copy of the document.
- 12.02 In the event that it is deemed necessary by the University to file a letter of discipline or censure, the University shall provide the nurse involved and the Association with copies. For the purpose of filing a grievance under Article 9,07 the time shall commence upon receipt of the letter by the nurse(s). Such letter of discipline or censure shall not be used against the nurse at any time after eighteen (18) months and shall be removed from the file after eighteen (18) months have passed provided the nurses' record has been discipline free during such period.
- 12.03 Nurses who have completed their probationary periods have the right to review their Personnel files once yearly. In order to do so nurses are to submit their request in writing to the Manager of Employee Relations or designate. An appointment to review their Personnel file will be arranged within three (3) working days of the receipt of the request.
- 12.04 In the event of an investigation of a grievance involving discipline or promotion a nurse may review the nurse's Personnel file in the presence of the Manager of Employee Relations or designate and the nurse representative. No document shall be used against a nurse where it has not been brought to the attention of the nurse in a timely manner.

## ARTICLE 13 - JOB SECURITY

- 13.01 (a) The University agrees to maintain up-to-date separate seniority lists for both full-time and part-time nurses and to supply the Association with copies twice yearly on March 1 and September 1. An initial copy of these lists shall be provided to the Association within one (1) month of the signing of the Memorandum of Settlement.

- (b) Seniority shall be defined as length of service with the University since the date of last hire. Seniority for part-time nurses shall be based on the number of full or part-paid tours such that the nurse who has worked the most number of paid tours as a part-time nurse will be the most senior. It is recognized that for part-time nurses fourteen hundred (1400) paid hours equals one (1) year of seniority.
- (c) A part-time nurse who changes her status to full-time will be given seniority credit on the basis of fourteen hundred (1400) paid hours of part-time service being equivalent to one (1) year of full-time service and vice versa.
- (d) Service and seniority shall be retained by a nurse when transferred from full-time to part-time and vice versa.

13.02

- (a) Newly employed nurses will be considered probationary for one hundred and twenty (120) tours worked. Probationary Nurses will be given a written progress report upon the completion of sixty (60) tours worked. A letter confirming the successful completion of the probationary period is to be sent to the nurse and she shall be placed on the seniority list with seniority as per Article 13.01 as above.
- (b) Extensions to the probationary period will be for a specified period of time, not to exceed sixty (60) tours worked.
- (c) On written notice to the nurse, including reasons for the extension and on notification to the Association, the University may extend the probationary period provided notice is given to the nurse at least five (5) days prior to the expected date of the expiration of the initial probationary period.
- (d) Failure to comply with subsection (c) will prevent extension of the probationary period and the nurse will have completed the nurse's probationary period.

13.03

It should be noted that in all cases of promotion, demotion, transfer or other movement between Medical Service nursing positions, the nurse is not required to serve a new probationary period.

13.04

A nurse's employment shall be terminated if she:

- (a) voluntarily leaves the employ of the University;
- (b) is discharged for just cause and is not reinstated through the Grievance or Arbitration Procedure;
- (c) is absent from work for three (3) or more consecutive days without notifying the University of such absence and providing a satisfactory reason to the University;
- (d) without satisfactory explanation, fails to return to work upon termination of an authorized leave of absence or utilizes a leave of absence for purposes other than those for which the leave of absence was granted;
- (e) fails to return to work within seven (7) days after being recalled from lay-off by notice sent by registered mail, or such further period of time as may be agreed upon by the parties.
- (f) is absent due to lay-off, which absence continues for more than twenty-one (21) months or is absent due to disability, which absence continues for more than twenty-four (24) months, except that in Worker's Compensation Board cases, the absence may continue for the period of compensation.

13.05

It shall be the duty of the nurse to notify the University promptly of any change in address. If a nurse fails to do this, the University shall not be responsible for failure of a notice sent by registered mail to reach such nurse.

13.06

Job Posting

- (a) All vacancies within the bargaining unit(s) shall be advertised for seven (7) calendar days on a bulletin board within the Medical Services Department. Such job postings shall indicate the wage rate, the position number and reflect a summary of the duties and responsibilities of the position. Furthermore, a copy of such job posting will be made available to the Association.
- (b) It is understood that qualified nurse(s) within Medical Services will be considered before off-campus candidates. Nurses within the bargaining unit(s) shall make written application for such

vacancy within the seven (7) days posting period. Temporary full-time and temporary part-time positions will be filled in accordance with Article 21.

- (c) In all cases of job competition or promotion, the successful candidate shall be selected on the basis of:
  - (i) ability, skill, experience and qualifications
  - (ii) seniorityWhere factors in (i) are relatively equal, factor (ii) shall govern.
- (d) If senior applicants are refused a position with Medical Services they may request a meeting to discuss ways in which they can improve themselves for future postings.
- (e) The name(s) of the successful applicant(s) shall be posted within Medical Services, by the University.

13.07

Layoff and Recall

- (a) In the event the University declares a need to layoff within the bargaining unit(s) the Manager of Employee Relations will discuss at least two (2) weeks in advance, with the Association, the implications of the layoff and the method of implementation including the areas of cutback and the nurses to be laid off.
- (b) It is agreed that a layoff of nurse(s) shall be on the basis of seniority provided that the nurse(s) who are entitled to remain on the basis of seniority are qualified to perform the available work. Subject to the foregoing, probationary nurse(s) shall be laid off first. In the bargaining unit(s) where regular full-time and part-time nurse(s) are both employed, seniority lists and layoff and recall rights of part-time nurse(s) shall be separate from full-time nurse(s).
- (c) Nurse(s) shall be recalled in the order of seniority provided that the nurse is qualified to perform the available work.
- (d) An agreement between the University and the Local Association resulting from the review as provided in 13.07 (a) above, concerning the method of

implementation will take precedence over the terms of this Article. Notice of lay-off shall be in accordance with the provisions of the Employment Standards Act.

- (e) No reduction or alteration in the hours of work shall take place to prevent or reduce the impact of a lay-off without the consent of the Association.
- (f) All regular full-time and part-time nurse(s) who are on lay-off will be given job opportunity in the full-time and part-time categories before any new nurse is hired into either bargaining unit provided they are qualified to perform the work available.

**13.08**

Any nurse presently in, or who has been in what is now the bargaining unit(s), who elects to transfer to a supervisory position or any position outside of the bargaining unit(s) connected with the University may be hired into a position in the bargaining unit(s) after the University has complied with the job opportunity and recall from lay-off provisions of the Agreement. In such event, the returning nurse shall be given a seniority date as of the nurses' last date of entry into the bargaining unit(s) for the purposes of the job opportunity and lay-off. The nurse shall retain their first date of hire with the University for the calculation of salary, vacation and benefits listed in Articles 19.

**ARTICLE 14 - LEAVE OF ABSENCE**

**14.01**

- (a) During all leaves of absence provided for in Article 14, seniority shall accumulate and upon her return the nurse will be placed in the nurse's former employment class.
- (b) During all leaves of absence, normal cost sharing arrangements will continue, except,
  - (i) During Personal Leave in excess of thirty (30) continuous calendar days, Public Office Leave and full-time Educational Leave leading to a degree, the nurse may continue to participate in the employee benefit program if the nurse remits to the University the full cost of the plans as outlined in this Collective Agreement on the first of each month during the period of leave.

- (ii) During Local Association Leave, ONA President and ONA Board of Directors Leave, the nurse's salary and applicable benefits shall be maintained by the University and the Association agrees to reimburse the University in the amount of the full cost of such salary and applicable benefits.

14.02 Personal Leave

An unpaid leave of absence may be granted for personal reasons by the University, at its discretion. Requests for such leave shall be in writing in advance of the commencement of the leave, except in the cases of emergency, when reasons for such leave shall be submitted in writing to the Clinic Administrator as soon as possible. The granting of such leave shall not be unreasonably withheld.

14.03 Local Association Leave

The University may grant leaves of absence as requested to nurses selected by the Association to attend Association business, including, conferences and conventions. The request shall be made in writing in advance to the Manager of Employee Relations or designate. Such approval shall be based upon operational requirements and shall not be unreasonably withheld.

14.04 ONA President Leave

Upon application in writing by the Association on behalf of the nurse, to the University, a leave of absence shall be granted to such nurse selected to the office of President of the Ontario Nurses' Association for a period of up to two (2) consecutive years. It is understood, however, that during such leave the nurse shall be deemed an employee of the Ontario Nurses' Association. The nurse agrees to notify the University of the nurse's intentions to return to work at least one (1) month prior to the date of return.

14.05 ONA Board of Directors Leave

A nurse who is elected to the Board of Directors of the Ontario Nurses' Association other than to the office of President, shall be granted upon request such leave(s) of absence as the nurse may require to fulfil the duties of the nurse's position. Reasonable notice sufficient to adequately allow the Medical Services Department to minimize disruption of its services shall be given for such leave of absence.

14.06 It is further agreed that during any leave as provided for in Article 14.03, 14.04 and 14.05 above, there shall be no loss of seniority for the purpose of salary advancement and vacation entitlement. It is further agreed that if a nurse is on an unpaid status for more than one (1) month, vacation and sick leave credits shall not accrue.

14.07 Bereavement Leave

- (a) In the event of a death in the immediate family of a full-time or temporary full-time nurse, the University agrees to grant leave of absence and to make up the nurse's regular pay (computed at the nurse's regular hourly rate) for any absence at the time of and necessitated by the death for a period of up to three (3) days. Immediate family shall mean parent, spouse, child, brother, sister, ward, grandparent, grandchild, step-parent, step-child and common-law spouse, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law or daughter-in-law. The University may extend such leave with or without pay.
- (b) In the event of death in the immediate family, as defined in Article 14.07 (a) above, of a part-time nurse or temporary part-time nurse, the University agrees to grant leave of absence and to make up the nurse's regular pay (computed at the nurse's regular hourly rate) for a period of up to three (3) days, providing that the part-time nurse or temporary part-time nurse was scheduled to work in those three (3) days and limited to the number of days of work which were scheduled. The University may extend such leave with or without pay.

14.08 Family Responsibility Time

The provision of family responsibility time, separate from sick leave, is intended to assist employees with balancing their family and work responsibilities. Sick leave should be used only to provide employees with income during periods of their own illness.

1. The operational requirements of the University must be met. However, it is recognized that effort will be required to accommodate requests for family responsibility time.
2. Seven (7) days per year of family responsibility time (FRT) will be provided to all regular full-time employees. Family responsibility time may be



used in amounts not less than one hour, will be requested in advance if possible, and will be granted unless precluded by operational requirements.

3. Family responsibility time will be available on a "**borrow**" basis, to be repaid by mutual agreement between employee and supervisor. Family responsibility time can be repaid by, for example, working shortened lunch breaks, starting earlier or working late.
4. Unused family responsibility time will not accumulate from one year to the next. **Any** outstanding time owing must be cleared by March 1 of the year following the taking of family responsibility time.
5. In addition to family responsibility time, employees may apply for an unpaid leave of absence as outlined in Article **14.02** to accommodate their family responsibilities.

#### **14.09** Paid Parental Leave

##### **Purpose of Paid Parental Leave:**

Paid parental leave is offered to accommodate the special needs of University employees who bear children and who remain at home to care for children during the post-delivery and/or post-adoption period. It is expected that all employees who take paid parental leave will return to employment at the University of Guelph following such leave.

##### **Eligibility for Paid Parental Leave:**

- (a) Natural mothers or the adoptive parent having primary care of the child or children, who are regular full-time University employees will be eligible to receive seventeen (17) weeks of normally continuous paid parental leave, including the date of birth or adoption, per pregnancy or placement.
- (b) The employee shall give at least two (2) weeks written notice to her or his supervisor of the intent to commence paid parental leave.
- (c) Employees must apply for U.I. benefits before supplementary income from the University becomes payable. To be eligible for paid parental leave,

employees must provide appropriate documentation of the birth or adoption of a child and of the receipt of U.I. maternity or adoption leave benefits to the Salary Administration section of the Personnel Department. An employee disentitled or disqualified from receiving U.I. maternity or adoption benefits is not eligible to receive supplementary benefits from the University. Exceptions to this rule will be made for those employees who are denied U.I. maternity or adoption leave benefits only because they have not completed the twenty (20) weeks of employment required for U.I. benefit eligibility.

### **Terms of Paid Parental Leave**

- (a) Eligible employees will receive 95% of normal salary less applicable Unemployment Insurance (U.I.) maternity or adoption leave benefits for a maximum period of seventeen (17) weeks from the commencement of the leave. An employee who receives paid parental leave benefits must not receive other earnings or payments, such that his or her combined income (including U.I. maternity leave benefits, supplementary payments from the University and other earnings) exceeds 95% of normal weekly earnings.
- (b) No employee may claim any other form of supplementary benefit during the period of leave.
- (c) The employee proceeding on paid parental leave shall not forfeit any accrued employment benefits save for the right to accrue sick leave credits during the period of absence. Seniority shall continue to accrue for employees taking paid parental leave.
- (d) While on paid parental leave, the employee will continue to receive University benefits on a normal cost sharing arrangement.
- (e) For the purposes of promotion, any period of paid parental leave shall be considered as a period of service with the University.
- (f) An employee taking paid parental leave shall not be disadvantaged. She or he will return to the same or an equivalent position without loss of salary or seniority.
- (g) Paid parental leave may be voluntarily shorter than

the previously arranged period, providing the employee advises the University of his or her intention to return to work at least two (2) weeks prior to the intended date of return.

- (h) If the Supervisor/Chair is not certain of a natural mother's physical ability to return to and perform her duties, they may request medical certification of such ability.

#### **14.10** Paid Paternity Leave

##### **Purpose of Paid Paternity Leave**

A regular full-time employee who is a natural or adoptive father is entitled to five (5) days of paid paternity leave associated with a birth or adoption. Such leave will normally be taken within thirty (30) days of the birth or adoption.

#### **14.11** Adoption Leave

1. An employee shall be granted three (3) days of paid leave for the purpose of adopting a child and/or time off as per existing legislation.
2. In addition, the principles outlined in the Parental Leave policy may apply equally in the cases of adoption. However, the granting of such leave and salary benefit will only apply to recipients of U.I. adoption leave benefits.

#### **14.12** Unpaid Parental Leave

##### **1. Purpose of Unpaid Parental Leave**

Unpaid parental leave is offered to accommodate employees who require more time than that provided as paid parental leave to care for new-born or newly-adopted children. It is expected that all employees will return to employment at the University of Guelph following unpaid parental leave.

##### **2. Eligibility for Unpaid Parental Leave**

- (a) On receipt of appropriate documentation of the birth or adoption of a child, the University will grant eighteen (18) weeks of unpaid parental leave per pregnancy or placement to all regular full-time employees. The leave will normally be continuous with the paid

parental leave. It will begin no later than 35 weeks after the child comes into parental care. (This leave is available to both parents, and when added to the paid parental leave period, would enable the parents themselves to provide the first year of care for their child or children. Employees should contact the Unemployment Insurance (UIC) Office to determine their eligibility for benefits during the initial ten (10) weeks of this unpaid leave period.)

- (b) Additional unpaid parental leave may be requested by an employee, up to a maximum total of one (1) year of unpaid parental leave. Such leave will be arranged according to existing University policies governing unpaid personal leave.

### **3. Terms of Unpaid Parental Leave**

- (a) The employee proceeding on unpaid parental leave shall not forfeit any accrued employment benefits save for the right to accrue sick leave credits during the period of absence. Seniority shall continue to accrue for employees taking unpaid parental leave.
- (b) Participation in the various University employment benefit schemes may be continued while an employee is on unpaid parental leave on a normal cost-sharing arrangement.
- (c) For the purposes of promotion, any period of unpaid parental leave shall be considered as a period of service with the University.
- (d) An employee taking an unpaid parental leave shall not be disadvantaged. She or he will return to the same or an equivalent position without loss of salary or seniority.

### **14.13 Temporary Reduction of Workload and Compensation**

The operational requirements of the University must be met. However, it is recognized that effort will be required to accommodate requests for temporary reduction of workload and compensation.

#### **1. Eligibility and Application Procedure**

- (a) Every regular full-time employee with

dependent children is eligible to request a temporary reduction in workload and compensation at any time during his/her career.

- (b) Any eligible employee may submit a written request for a temporary reduction in workload and compensation to his or her immediate supervisor and to the relevant Department Chair or Director.
- (c) An employee whose request for a reduction in workload and compensation is denied may grieve the decision according to the collective agreement grievance procedure.

## **2. Terms of Reduction in Workload and Compensation**

- (a) An employee who is granted a temporary reduction of workload shall enter into an agreement with the University which specifies the degree of reduction in both workload and compensation (to be not more than 50%) and its duration.
- (b) Regular full-time employees who are granted a temporary reduction of workload will continue to be eligible for benefit cost-sharing, as though they were not on a reduced workload, and such employees will maintain their status within the bargaining unit.
- (c) The length of the probationary period shall be extended, on a pro-rated basis, if a reduced workload appointment is taken up by a probationary employee.
- (d) At the end of the period of reduced workload, an employee shall have the right to return to a position the same as or equivalent to that which preceded the period of reduced workload.

#### 14.14

#### Parental Leave - Temporary Full-Time and Part-Time Employees

Natural mothers who have worked for the University for thirteen (13) weeks are entitled to seventeen (17) weeks unpaid pregnancy leave. In addition, natural mothers are entitled to an additional eighteen (18) weeks of unpaid parental leave. This leave normally will commence immediately following pregnancy leave.

All other parents who have worked for the University for thirteen (13) weeks are entitled to eighteen (18) weeks of unpaid parental leave. This leave must commence within thirty-five (35) weeks of the birth or adoption.

**"Parent"** includes adoptive parents, as well as **"a person in a relationship of some permanence with the natural mother or father of the child who intends to treat the child as his or her own"**.

Normal benefit cost-sharing shall continue for pension, life insurance, major medical and dental, throughout both pregnancy and parental leave.

Employees must provide two (2) weeks notice of the date the leave will begin and four (4) weeks notice of the date the leave is to end.

Any parent commencing a leave is entitled to return to the same or an equivalent position after the leave. Any employee whose predetermined contract expired while on leave may not be entitled to return to a job.

#### 14.15

#### Witness and Jury Duty Leave

The University agrees to pay a nurse who is summoned and legally required to appear as a witness before the courts, the College of Nurses, or at an inquest or as a juror, the difference between the nurse's earnings as a witness or juror less expenses and the salary the nurse would have realized had the nurse worked the normal tour. The nurse must notify the Clinic Administrator/Designate within twenty-four (24) hours after receiving notice of selection or subpoena.

In the event that jury duty extends for a period longer than two (2) weeks, the nurse's regular pay shall be mailed to the family on each regular payday during the period of absence provided, however, the nurse signifies in writing that the nurse's regular pay is to be so released.

#### 14.16 Military Leave

The University may grant a leave of absence of up to two (2) weeks duration for the purposes of military service and will compensate the nurse for whatever difference exists between the military pay the nurse received, as evidenced by a statement from the proper authority, and the nurse's normal University wages or salary.

#### 14.17 Time Off for Voting

Nurses who are enfranchised to vote shall be allowed **time** off for Ontario Provincial elections or Federal elections, without loss of pay, as defined by Federal or Ontario Provincial legislation.

#### 14.18 Public Office Leave

The University recognizes the right of a nurse to participate in public life. A nurse seeking election to public office shall be entitled to a leave of absence without pay as follows:

- (i) for election to either the Parliament of Canada or the Legislature of Ontario, during the period from official filing of nomination to seven (7) consecutive days after the election. Should a nurse's candidature for either the Federal Parliament or Provincial Legislature be successful, the nurse shall be considered as being on leave of absence without pay from the date of election to the date of the next Federal or Provincial (as the case may be) general election. Should the nurse be re-elected at that general election, it is expected that the nurse would formally resign from the University's employ. Should, however, the nurse not stand for re-election or should be defeated the nurse must return to work at the University within seven (7) days of election day or at a mutually agreeable time or forfeit the right to do so.

A nurse on leave of absence without pay who is elected to either the Parliament of Canada or the Legislature of Ontario, and who is subsequently appointed a Minister of the Crown must resign the nurse's University post immediately upon assuming the official responsibility of the ministerial post.

- (ii) for election to the position of Mayor for seven (7) consecutive days prior to election day and three (3) days thereafter.

A nurse elected may be granted leave of absence for a period of up to three (3) years without salary or may remain on the staff of the University for as long as the nurse occupies the position provided the nurse can continue to do full justice to the job at the University. Alternatively, the nurse may remain on pay but with an appropriate reduction in pay according to the amount of time that must be devoted to the mayoral duties involved. A nurse elected Alderperson or School Trustee may be granted leave of absence to attend Council or Board meetings. A salary reduction commensurate with the time devoted to attendance at meetings will be made.

14.19

Educational Leave

The University agrees to waive the cost of tuition (excluding cost of textbooks and laboratory fees) for:

- (a) Regular full-time nurses who have completed one (1) year of service with the University;
- (b) Nurses on 9-10 month continuing limited term positions who have transferred from a regular full-time position without a break in service of more than two (2) weeks.
- (c) Such waiver will apply to eligible nurses for any credit course offered by the University or courses offered by the University School of Part-time Studies and Continuing Education provided the nurse is accepted and subject to the following terms:
  - (i) no more than four (4) non-credit courses may be taken by an individual nurse during any one (1) calendar year;
  - (ii) where the quality of non-credit course may be jeopardized by a preponderance of University employee enrolment, such enrolment may be limited by the instructor in consultation with the Director of the University School of Part-time Studies and Continuing Education;
  - (iii) normally, a nurse may not enrol in the same non-credit course more than once in any three (3) year period if the nurse has attended less than sixty percent (60%) of such course;
  - (iv) a nurse may be subject to late registration fees.



- (d) Wherever possible, the courses attended should be scheduled outside the nurse's normal working hours. When this is not possible the nurse will not lose regular pay (excluding premiums) for attendance during working hours up to a maximum of three (3) hours per week provided that:
- (i) if the course is available outside the nurse's working hours the paid leave as mentioned herein will not be available to the nurse; and
  - (ii) a request for the application of tuition waiver and leave of absence must be approved by the Clinic Administrator/Designate and the Director of Personnel prior to registering for the course. Such approval will not be unreasonably withheld; and
  - (iii) such leave will be granted provided that the operating needs of the department are not prejudiced, but the University agrees to take into account the needs of the nurse. In the event of conflicts between the nurses, such conflicts will be resolved on a seniority basis where operating requirements of the department are not a factor; and
  - (iv) the nurse will inform the Clinic Administrator/Designate of her course schedule as soon as the nurse is made aware of the nurse's schedule.

14.20

Full-Time Education Leave Leading to a Degree

A nurse who wishes to undertake a program which requires full-time attendance may apply for a leave of absence without pay for a period of up to eight (8) calendar months. Such leave shall be approved provided:

- (a) the application is made at least two (2) months in advance of the commencement of the leave;
- (b) prior approval of the leave is given by the Clinic Administrator/Designate who shall take into account the operating needs of the department;
- (c) prior approval of the leave is given by the Director of Personnel or designate.

During the period of such leave without pay, the normal benefits cost-sharing arrangements will continue provided the nurse continues employment following such leave for

a period of no less than one (1) year.

14.21 Examination Leave

The University shall grant time off without loss of earnings from a nurse's regularly scheduled working hours for the purpose of writing the registration examinations of the College of Nurses. The nurse must make a request in writing and in advance to the Clinic Administrator/Designate.

14.22 Courses, Seminars and Conferences

- (a) When a nurse attends a course, seminar or conference at the request of the Clinic Administrator/Designate the full cost of attendance (including course fees and such expenses as hotel and accommodation) shall be borne by the department.
- (b) A nurse may request, and such request shall not be unreasonably denied, a paid leave of absence to attend a nursing conference or seminar of the nurse's choice. The University agrees to pay the registration fee provided such fee is reasonable and budgetary constraints permitting.

NOTE: The above is in lieu of the University's Professional Development Allowance.

- (c) When a nurse is required by the Clinic Administrator or Designate to attend a staff meeting outside of the nurse's regular scheduled working hours the nurse shall be paid for all time spent in attendance at the nurse's regular straight time hourly rate of pay.

14.23 Professional leave with pay will be granted to nurses who are elected to the College of Nurses to a maximum of ten (10) days per semester. Such leave will be limited to one (1) nurse per semester.

ARTICLE 15 - SICK LEAVE

15.01 The University shall assume total responsibility for providing short term sick leave benefits for all regular full-time nurses. The University shall provide long term salary continuation benefits for all regular full-time nurses as per article nineteen.

A regular full-time nurse with less than three (3) months

continuous employment shall be eligible for up to three (3) days sick leave.

15.02 Except as provided in Article 15.06, a regular full-time nurse who has completed the probationary period or any extension thereof, shall be vested with sufficient sick leave of sixty (60) working days or ninety (90) calendar days to provide full regular pay without premium until the nurse has established eligibility for long term salary continuation benefits. The University will fund the short term sick leave benefits for full-time nurses including the three (3) day sick leave entitlement of the probationary nurse.

15.03 For absences of five (5) days or more, the nurse shall provide medical evidence verifying the illness. The University may require such evidence for lesser periods provided the nurse is allowed reasonable time to obtain such evidence.

15.04 A nurse shall report, in accordance with departmental practice, any illness which will or has prevented the nurse from performing the nurse's duties.

15.05 (a) A nurse who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Worker's Compensation for a period longer than one complete pay may apply to the University for payment equivalent to the lesser of the benefit the nurse would receive from Worker's Compensation if the nurse's claim was approved, or the benefit to which the nurse would be entitled under the short-term sick portion of the sick leave plan. Payment will be provided only if the nurse provides evidence of disability satisfactory to the University and a written undertaking satisfactory to the University that any payments will be refunded to the University following final determination of the claim by The Workers' Compensation Board. If the claim for Workers' Compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the Nurse would be entitled under the short-term portion of the Sick Leave Plan. Any payment under this provision will continue for a maximum of sixty (60) working days or ninety (90) calendar days.

(b) When a nurse is entitled to receive compensation under the Worker's Compensation Act, salary will continue up to the limit of the sick leave

entitlement. The nurse shall reimburse the University in an amount equal to the lost time compensation received under the Act in respect of the period for which full salary was received. Sick leave used shall then be reinstated as of the date the nurse returns to work.

15.06 Subject to the provisions of Clause 15.03, 15.04, and **15.06**, in each six (6) month period following January 1st each year, sick leave pay will be allowed according to the following schedule:

(a) For the third (3rd) period of absence, sick leave with pay will commence after one (1) full day of absence.

(b) For the fourth (4th) or any subsequent period of absence, sick leave with pay will commence after two (2) full days of absence.

The University will in cases of certified medical conditions preventing a nurse from performing the nurse's duties, exercise its right to waive the provisions of this clause providing that in the case of any individual nurse the waiver has not been exercised twice before in any year. In cases involving a certified medical condition, the University may require a second opinion as to the nurse's condition from another qualified physician mutually agreeable to the University and the nurse.

15.07 Medical and dental appointments should be made outside normal working hours whenever possible. When this is not possible, nurses may be granted one (1) hour off work with pay provided reasonable notice is given.

15.08 A period of certified illness of one (1) day or more during a period of vacation will be recorded as sick leave. In cases involving a certified illness the University may require a second opinion as to the nurses illness from another mutually agreeable and legally qualified medical practitioner (understanding that in the event of a second opinion other than the University's Occupational Health Physician the employee is responsible for any fees).

#### ARTICLE 16 • HOURS OF WORK

16.01 The following provision designating regular hours on a daily tour and regular daily tours over the nursing schedule determined by the University shall not be construed to be a guarantee of the hours of work to be

performed on each tour or during each tour schedule.

- (a) The regular daily tours of duty of a full-time nurse shall average five (5) days per week and the standard work week shall be thirty-five (35) hours. The regular daily tour shall be seven (7) hours. The regular daily tours shall be organized to provide nurse(s) with a one (1) hour unpaid meal break which shall not be included in the calculation of hours worked.
- (b) Hours of work for part-time nurses shall be twenty-four (24) hours or less per week on a regular basis.
- (c) Full-time and part-time nurses shall be entitled, subject to the exigencies of patient care, to relief periods during the tour on the basis of fifteen (15) minutes for each half tour. The scheduling of meal breaks and relief periods for each nurse shall be determined by the Clinic Administrator/Designate.

**16.02** The University agrees to maintain the present scheduling practices for full-time and part-time nurses. Should the Employer wish to change the present scheduling practices during the term of this Agreement, the Employer agrees to meet with the Association members to discuss the changes and implementation of the new schedule.

- 16.03**
- (a) Requests for change in tours of duty must be submitted in writing and co-signed by the nurse willing to exchange tours, to the Clinic Administrator/Designate for approval. Such changes by the nurse shall not result in premium or overtime payment or any other additional cost to the University.
  - (b) The University will prepare all master rotation times schedules which shall be posted at least six (6) weeks in advance of the commencement of the schedule. Normally such schedules will be posted in March and July of each year. Any changes to the posted master rotation time schedule, the University will endeavour to give the nurse(s) concerned at least two (2) days notice. Such notice may not be possible in cases of illness, bereavement, or other emergency.
  - (c) The University will consider the shift preferences of nurses where possible and such preference will be dealt with on a seniority basis.

- 16.04 (a) Authorized work performed in excess of seven (7) hours and/or on a full-time nurses scheduled day off, shall be paid at the rate of time and one-half (1-1/2) the nurses' regular hourly rate. The nurse may request such premium pay either to be paid or time in lieu of payment. The University shall make every effort to provide such time off at the time selected by the nurse.
- (b) To the extent feasible, nurses shall be given the opportunity to volunteer for scheduled overtime. When the assignment of overtime is necessary, it shall be assigned in such a way as to divide overtime work as equally as practical among nurses who normally perform the required work. Where overtime has been accepted on a voluntary basis or assigned or a nurse scheduled to work has obtained a substitute who is acceptable to the Clinic Administrator or Designate, such nurses who work the overtime shall be paid in accordance with Article 16.04 (a) above for such overtime worked.
- 16.05 Nurses called in to work in an emergency and without previous notice outside the nurse's scheduled working hours shall be paid at the rate of time and one-half (1-1/2) the nurse's regularly hour rate for all hours worked with a minimum of four (4) hours pay at the overtime rate except to the extent that such four (4) hour period overlaps and extends into scheduled working hours. Any further such call-in within the four (4) hour period shall be paid at the rate of time and one-half (1-1/2) the nurse's regular hourly rate for the hours worked.
- 16.06 A nurse who is called in or reports for work as scheduled and is not required to work, shall receive a minimum of four (4) hours pay. Nurses who are required to come in to work with less than one (1) hour notice and who are consequently not able to arrive for work until after the tour has commenced, shall be paid as though they had worked from the beginning of the tour.

#### ARTICLE 17 - PAID HOLIDAYS

- 17.01 (a) Regular full-time nurses shall receive pay for the following holidays as outlined in (a), (b) and (c):
- |                           |                  |
|---------------------------|------------------|
| Day before New Year's Day | Civic Holiday    |
| New Year's Day            | Labour Day       |
| Good Friday               | Thanksgiving Day |
| Victoria Day              | Christmas Day    |
| Canada Day                | Boxing Day       |

- (b) In each calendar year, providing fourteen (14) calendar days notice is given to the Clinic Administrator or Designate each regular full-time nurse shall be entitled to be granted two (2) other days as "additional paid holidays" annually. A nurse working on a day being observed as an "additional paid holiday" by another nurse shall not be entitled to holiday premium contemplated in 17.05. An "additional paid holiday" may not be carried over for observance into a new calendar year.
- (c) It is understood that during the nurse's probationary period the nurse shall be entitled to use only (1) of the above mentioned "additional paid holidays."
- (d) For the 1991/92 Christmas period, December 27 and December 30, 1991 will be designated as days off with pay.

**17.02** Should any of the foregoing holidays fall on a Saturday or Sunday, the preceding Friday or following Monday shall be observed as the holiday.

**17.03** Holiday pay for full-time nurses will be computed on the basis of seven (7) hours at the nurse's regular hourly rate.

**17.04** In order to qualify for pay for a holiday, a nurse shall complete the nurse's scheduled shift on each of the working days immediately preceding and following the holiday concerned unless excused by the University or the nurse was absent due to:

- (a) legitimate illness or accident which commenced within a month of the date of the holiday;
- (b) vacation granted by the University;
- (c) the nurse's regular scheduled day off;
- (d) a paid leave of absence provided the nurse is not otherwise compensated for the holiday.

**17.05** (a) A full-time nurse who is required to work on any of the foregoing holidays, shall be paid at the rate of time and one-half (1-1/2) the nurses' regular straight time rate of pay for all hours worked on such holiday. In addition the nurse shall receive an additional day off with pay.

(b) A part-time nurse who is required to work on any of the foregoing holidays shall be paid at the rate of two and one-half (2-1/2) times the nurses' regular straight time rate of pay for all hours worked on such holiday.

17.06 In the event that one or more of the foregoing holidays occurs during a full-time nurse's regular day off or during the nurse's vacation period, the nurse shall receive an additional day(s) off with pay as per Article 17.03 at a mutually agreeable time.

17.07 (a) Part-time nurses shall be granted the following paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

(b) Holiday pay shall be calculated in accordance with the Employment Standards Act.

17.08 A tour that begins during the twenty-four (24) hour period of a paid holiday, where the majority of hours worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the tour.

## ARTICLE 18 - VACATION

18.01 A nurse shall not normally be granted or scheduled for a paid vacation prior to having completed six (6) months of continuous employment.

18.02 A nurse, who is terminated for any reason before the completion of the probationary period shall receive four percent (4%) of the nurse's total wages calculated from the first day employed.

18.03 All nurses who have completed their probationary period shall be granted vacation with pay in accord with the following scale:



(a) Years of Continuous Service	Vacation with Pay	Monthly Equivalent	% Equivalent
less than one (1) yr	1.25 per month of service		6%
1 year	15 days	<b>1.25</b>	<b>6%</b>
2 years	22 days	1.83	8%
<b>16 years</b>	<b>25 days</b>	<b>2.08</b>	<b>10%</b>
<b>25 years</b>	<b>30 days</b>	<b>2.50</b>	<b>12%</b>

(b) Part-time nurses shall be entitled to vacation days off without pay in accordance with the above schedule and based on their years of full-time equivalent service as outlined in Article 13.

(c) Part-time nurses shall be entitled to vacation pay based upon the percentages outlined above. Such payment will be based on gross earnings in the preceding calendar year and will be paid to the nurse in the first full pay period in January of each year.

**18.04** The vacation year commences on January 1st and ends on December 31st of each year. A nurse may take vacations which would accrue (at the appropriate rate) to the next December 31st in advance of its actual accrual, during that same year. Should any nurse terminate prior to completing the service requirement to earn such days, a corresponding deduction at the nurse's correct salary rate shall be made from the nurse's termination cheque.

18.05 Vacation taken or scheduled shall be charged against vacation credits granted under Article **18.03**. In addition, if a nurse is in an "unpaid status" for more than one (1) month, a debit for each month in "unpaid status" shall be charged against vacation credits.

18.06 (a) The University will **post** the vacation entitlement schedule by February 15th of each year.

(b) Nurses shall submit their request for vacation no later than March 1st of each year.

(c) The finalized schedule will be posted by March 15th of each year.

(d) The University reserves the right to schedule vacations to meet its operating requirements, but agrees to consider the wishes of nurses and to resolve conflicts between the nurses on a seniority basis where its operating requirements are not a factor. While the nurse may exercise seniority in vacation scheduling, she may not do so after March 1st.

18.07 When a nurse's employment is terminated for any reason, full payment for vacation earned but not taken will form part of such nurse's termination.

18.08 A nurse must use at least ten (10) days of the nurse's vacation credits during the year in which it was earned. It is further understood that carryover of vacations must be with written permission and be used during the calendar year immediately following.

#### ARTICLE 19 - BENEFITS

19.01 The components of the regular full-time nurses' benefits programme are:

- (a) sick leave benefits as provided by Article 15;
- (b) long term salary continuation insurance;
- (c) medical insurance providing major medical, semi private hospital coverage, hearing and vision care;
- (d) group life insurance;
- (e) pension plans;
- (f) basic medical and hospital insurance as required by legislation;
- (g) dental plan.

19.02 (a) The current Employee Benefits Booklet represents the minimum provisions of the above-mentioned pensions and benefits plan. The University agrees to provide a copy of the Benefits Booklet to each eligible nurse now employed and to newly hired nurses. The University agrees to provide the Ontario Nurses' Association with a copy of the Benefits Booklet.

(b) The University shall notify the Association of the

names of the carriers which provide the benefit plans defined in this agreement. Upon request the University will make the Plan available to the Association for inspection.

**19.03** The University will contribute sixty-six and two-thirds percent (66-2/3%) of the total costs of the benefits indicated in sub paragraph (b), (c), (d) and (f) above for full-time nurses. The University will contribute eighty percent (80%) of the total premium costs of dental insurance.

**19.04** (a) The University agrees to provide to regular full-time nurses covered by the Collective Agreement between the University and the Ontario Nurses' Association, during the term of the Agreement, any improvement in the level of benefits coverage as outlined in Article **19.01** (b), (c), (d), (e), (f) and (g) and in cost sharing arrangement to the benefits programme as may be made available to other groups of employees, concurrently with the date of implementation for other groups.

(b) The University shall advise the Association of any change in carrier or underwriter for any of the above-mentioned plans.

**19.05** (a) Coverage under the health and welfare benefit plan shall continue on a normal cost sharing arrangement when the nurse is on a paid leave of absence, Paid/Unpaid Parental Leave, Workers' Compensation, Long Term Disability or Educational Leave.

(b) Nurses who are on an unpaid leave of absence may continue to participate in the health and welfare benefit plan, provided they assume the full cost for such benefits. Participation in the Long Term Disability and Pension Plans will be discontinued during the period of unpaid status.

**19.06** The Ontario Nurses' Association will have one (1) person appointed by the Association to the University Pensions and Benefits Review Committee.

## ARTICLE 20 - EIGHT-NINE-TEN MONTH CONTINUING LIMITED TERM POSITIONS

**20.01** Eight-nine-ten month continuing limited term positions are ongoing positions and nurses in these positions are regular full-time nurses. Nurses and newly hired nurses who accept continuing limited term positions will be so appointed on the following basis:

- (a) Seniority - such nurses will:
- (i) retain their up-to-date accumulated seniority;
  - (ii) continue to accumulate such seniority while working and;
  - (iii) will not accumulate seniority during the period of unpaid status.

- (b) Benefits - such nurse(s) will be eligible for normal cost sharing, arrangement for O.H.I.P., Major Medical, Group Life Insurance, Dental Plan, Long Term Disability Plan and the Pension Plan during the paid status. Participation in the Long Term Disability Plan and the Pension Plan will be reinstated immediately upon the nurses return to work.

During the unpaid status period the University will continue the normal cost sharing arrangements for O.H.I.P., Major Medical, Group Life Insurance and for the Dental Plan. Participation in the Long Term Disability and Pension Plans will be discontinued during the period of unpaid status. In order to continue the cost sharing arrangement for eligible plans during the unpaid status period the nurse will be required to submit his/her portion of the costs within thirty (30) days of billing. A nurse who is unable to work during the predetermined paid status period as a result of illness will be eligible to qualify for sick pay and Long Term Disability benefits in accordance with the Collective Agreement.

- (c) Vacation - credits will be granted in accordance with the Collective Agreement. Accordingly, there will be no accumulation of credits during' each month of unpaid status.
- (d) Sick Leave - benefits will be granted in accordance with the Collective Agreement. A nurse will not be eligible to use sick leave benefits during the pre-determined unpaid status period.
- (e) Wages - wages will be discontinued during the unpaid status period.

20.02

Continuing term positions shall be considered on an individual basis but shall not exceed two (2) positions. If more than two (2) positions are required by the

University, the Association shall be notified and a meeting shall be held between the parties within thirty (30) days to discuss the conversion of a regular full-time position or part-time to a continuing limited term position.

- 20.03 Where a vacancy occurs in the 8-9-10 month continuing limited term position such vacancy will be posted in accordance with Article 13. Nurses shall be selected for these positions in accordance with Article 13.
- 20.04 Nurses in the 8-9-10 month continuing limited term positions, will be advised in writing by April 1st of each year the anticipated commencement of unpaid status period and the date on which they are expected to return to work.

ARTICLE 21 - TEMPORARY FULL-TIME / TEMPORARY PART-TIME POSITIONS

- 21.01 (a) A temporary position(s) as defined in Article 1.06 will be posted in accordance with Article 13.06 (a).
- (b) The selection shall be made in accordance with Article 13.06 (c).
- (c) Full-time and/or part-time nurses presently on staff, may apply for any temporary position as provided in Article 21.01 above and will be considered before any new nurse(s) is hired.
- (d) In the filling of the temporary position(s) the part-time nurse(s) shall be given the first opportunity to apply and selection shall be made in accordance with Article 13.06 (c). Where a part-time nurse fills a temporary position such nurse(s) shall be considered part-time and be covered by the terms of the Part-Time Collective Agreement.
- (e) Nurse(s) newly hired to fill the temporary position(s) will be classified as part-time and will be covered by the Part-Time Collective Agreement. Such nurses may be released upon its completion and such release shall not be the subject of a grievance or arbitration. If retained by the University in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing the probationary period. The nurse shall be credited with hours worked and awarded the probationary period provided for in Article 13.

- (f) The University will outline to the nurse(s) selected to fill any temporary position(s), the circumstances giving rise to the temporary position(s), the conditions and duration. In any event, such temporary position(s) shall not exceed the time required to complete the specific circumstances which gave rise to such position(s). Upon completion of the temporary position(s), the nurse, either full-time or part-time shall be reinstated to the nurse(s)'s former job.

## ARTICLE 22 - MISCELLANEOUS

- 22.01 Pay cheques are to be issued on a regular day of the week with a clarified, itemized statement of all deductions, premiums, and changes of increment in a sealed envelope. Upon the termination of employment of a nurse, the University shall endeavour to pay all outstanding monies owed as above, to the nurse(s) within seven (7) days. If the University is unable to comply with this time frame the nurse(s) shall be notified and shall receive all outstanding monies owed no later than thirty (30) calendar days from the nurse's date of termination.
- 22.02 Payment of wages is made every second Thursday and any changes to this procedure will be discussed with the Association before being implemented.
- 22.03 Where a medical examination is required to comply with the statute, a nurse may choose the nurse's personal physician.
- 22.04 The University shall provide a bulletin board space in the staff room for notices regarding Association Meetings and other local Association activities. All such notices must be signed by an Officer of the Association and submitted to the Clinic Administrator/Designate for approval prior to posting.
- 22.05 A copy of this Agreement in a mutually agreed form will be issued to each nurse now employed and as employed.

## 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**      Retroactivity

- (a) Each nurse shall be placed on the salary grid in accordance with the nurse's service with the University Medical Services Department.
- (b) All other issues shall be effective September **10, 1990** unless otherwise indicated.

**23.03**

- (a) On hiring, nurses shall receive recognition for relevant and recent past nursing experience on the basis of one (1) increment for each one (1) year of experience to the maximum of the salary scale.
- (b) An annual increment shall be paid on each nurse's anniversary date of employment and after each fourteen hundred (1400) hours paid in the case of part-time nurses.

**23.04**

When a new classification in the bargaining unit is established by the University or the University makes a substantial change in the job content of an existing classification the University shall advise the Association of such new or changed classification and the rate of pay established. If requested, the University agrees to meet with the Association to review the appropriate rate of pay providing such meeting shall not delay the implementation of the new classification. Where the Association challenges the rate established by the University and the matter is not resolved following a meeting with the Association, a grievance may be filed at Step #2 of the grievance procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the grievance it may be referred to arbitration.

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

**23.05**

A nurse shall receive a shift premium of sixty cents (\$0.60) per hour for shifts beginning between **1500** hours and **2400** hours.

ARTICLE 24 - TIME OFF FOR SNOWSTORMS, HEAT ETC.

**24.01**

It is University policy that nurses are expected to report for work on their normal work day regardless of weather. However, under severe climatic conditions it may occasionally be impossible for all nurses to fulfil

their obligation without exposing themselves to undue hazards. Under these circumstances, should a nurse be unable to report for work, she will have the option of charging her absence against her available vacation credits, floater holiday, or charging time off as absence without pay. Nurses are urged to make every effort to report to work during inclement weather conditions. In recognition of this effort, the Clinic Administrator/ Designate will use his/her discretion in recording latecomers who have been delayed because of the weather conditions.

**24.02** From time to time, the University considers it appropriate to allow certain nurses to leave work earlier than normal. This situation would normally occur under severe storm (e.g. ice or snow) conditions. When early departure is granted or for temporary closure of the University or Department under these circumstances, it is granted with pay and the following will apply:

- (a) Nurses who are granted time off for early departure will not receive premium rate for time not worked on such days.
- (b) Vacation and sick leave charges will not be reduced by an equivalent amount of time off as granted.
- (c) Nurses working shifts who are relieved from one shift to another are not allowed to leave early. It is stressed that time off for heat, snow, storms etc. is not a matter of legal obligation.

ARTICLE 25 - DURATION

**25.01** (a) This agreement shall be in effect from July 1, 1989 to June 30, 1992 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.

(b) The matters referenced in Articles 14, 16, 17, 18, 19, 23 and Appendix A shall be open for negotiation for the period of July 1, 1991 to June 30, 1992.

**25.02** 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.



ARTICLE 26 - APPENDIXES

26.01 Attached hereto and forming part of this agreement are the following Appendices:

Appendix "A" - Salary Schedule Full-time and Part-time

Appendix "B" - List of Professional Responsibility Assessment Committee Chairpersons

Appendix "C" - ONA grievance form

Appendix "D" - Memorandum of Understanding Re:

- (1) Association/Management Committee
- (2) Rotating Charge Nurse
- (3) Job Sharing

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APPENDIX "A" - SALARIES

SALARY SCHEDULE FULL-TIME/PART-TIME NURSES

A.01 Effective July 1, 1991 - Full-time Nurses

<u>Registered Nurse</u>	<u>Monthly</u>	<u>Hourly</u>
Start	2684.50	17.70
1 Year	2755.78	18.17
2 Years	2828.58	18.65
3 Years	2898.35	19.11
4 Years	2972.67	19.60
5 Years	3043.95	20.07
<u>Graduate Nurse</u>	<u>Monthly</u>	<u>Hourly</u>
Start	2608.66	17.20
1 Year	2679.95	17.67
2 Years	2752.75	18.15
3 Years	2822.52	18.61
4 Years	2896.83	19.10
5 Years	2968.12	19.57

A.02 Effective July 1, 1991 - Part-time Nurses

<u>Registered Nurse</u>	<u>Hourly</u>
Start	17.70
1 Year	18.17
2 Years	18.65
3 Years	19.11
4 Years	19.60
5 Years	20.07
<u>Graduate Nurse</u>	<u>Hourly</u>
Start	17.20
1 Year	17.67
2 Years	18.15
3 Years	18.61
4 Years	19.10
5 Years	19.57

A.03 A Graduate Nurse in the employ of the University shall be paid fifty (0.50) cents less than the current rate, however, upon presenting proof of current Certificate of Competence by the College of Nurses' of Ontario the nurse shall be moved to the current rate.

A.04 Benefits as outlined in Article 19 for part-time nurses shall be in accordance with the University's policy.

APPENDIX "B"

The parties agree to meet to negotiate the members of the Assessment Committee Chairpersons. This meeting shall be within a month of the signing of this Collective Agreement.

APPENDIX "D"

MEMORANDUM OF UNDERSTANDING

WHEREAS the University and the Association acknowledge the mutual benefits derived from joint consultation as per Article 8.06 of the Collective Agreement.

THEREFORE the University and the Association agree that:

1. Agenda items will normally be exchanged with all parties concerned at least five (5) calendar days prior to the meeting;
2. For the term of this Collective Agreement no official record of the said committee meetings shall be maintained unless the committee as a whole determines that an official record would be beneficial to both parties;
3. Recommendations from this Committee will be dealt with in a timely manner, unless mutually agreed to otherwise.
4. The matter of keeping an official record of these meetings be reviewed during the next round of negotiations.

Dated at the University of Guelph, Guelph, Ontario this 22 day of October, 1991.

FOR THE ASSOCIATION

FOR THE UNIVERSITY

\_\_\_\_\_  
Christine ERU CNA  
Deanne LeBlanc RN  
Maura Hults RN  
\_\_\_\_\_

Blullini  
Karen Oleson  
Rosemarie McHugh  
J. Stewart Brennan  
\_\_\_\_\_

APPENDIX "D"

LETTER OF UNDERSTANDING  
BETWEEN  
THE UNIVERSITY OF GUELPH  
AND  
ONTARIO NURSES' ASSOCIATION

**RE: ROTATING CHARGE NURSE POSITION - MEDICAL SERVICES DEPARTMENT**

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Whereas the Association and Management would like to institute a rotating charge nurse position on a trial basis for the Fall Semester 1990 and

whereas this position requires the support and confidence of the Clinic Administrator/Designate and the Medical Director of the Medical Services Department,

therefore, be it resolved that:

- (1) A rotating charge nurse position on the day tour will be created in the Medical Services Department for the Fall Semester 1990.
- (2) The rotating charge nurse position shall be designated by the Clinic Administrator or Designate on a two week basis. If any nurse does not wish to participate during the trial period the nurse shall inform the Clinic Administrator or Designate by July 1st, 1990. Any refusal by a nurse to participate during the trial period shall not be used against the nurse for consideration for any future job opportunities.
- (3) A job description will be drawn up by the Association in conjunction with the Clinic Administrator or Designate and Medical Director of the Medical Services Department.
- (4) Any administrative problems will be directed to the Clinic Administrator or Designate and/or Medical Director in the absence of the Clinic Administrator or Designate. If both named parties are not available the designated Physician in charge is to be contacted.

- (5) The rotating charge nurse designation shall be posted monthly.
- (6) The time spent attending to the rotating charge nurse responsibilities may take away from the regular work duties of this nurse, therefore, in order to maintain the current standards of patient care part-time help may be utilized, with the approval of the Clinic Administrator or Designate or Medical Director.
- (7) The rotating charge nurse shall receive a responsibility premium of five percent (5%) of the nurses' regular straight time hourly rate for each hour worked. This premium payment is in addition to the nurse's regular salary and applicable premium allowances.
- (8) This responsibility premium is without prejudice or precedent to any position presented by the Association during contract negotiations, and, if, a Collective Agreement is reached before the beginning or the end of this rotating charge nurse position trial period the 'responsibility premium agreed to by the parties will be implemented in accordance with the Collective Agreement.

Signed on 22 day of October 1991.

FOR THE UNIVERSITY

FOR THE ASSOCIATION

Shull  
Karen Celso  
Rosemarie McHugh  
J. Stuart Brennan

Christina ERO ONK  
Diane LeBlanc RN  
Maria Hitt RN.

## JOB DESCRIPTION

### CHARGE NURSE

#### I DUTIES

- Plan and monitor lunches and breaks to ensure all nursing areas are adequately covered.
- Replace sick time on a daily basis in all nursing areas. If unable to do so the Clinic Administrator/Designate or Medical Director must be notified to book coverage. All other time off i.e., vacation, leaves etc will be arranged by the Clinic Administrator/Designate or the Medical Director in the Clinic Administrator's absence.
- Keep statistics for data on unusual events and on the use of the Detaining Room.
- Meet with the Clinic Administrator/Designate or the Medical Director in the absence of the Clinic Administrator daily and provide a written report (see attached form).
- Be a resource to the nursing staff.

DAILY REPORT SHEET

Charge Nurse \_\_\_\_\_ Date \_\_\_\_\_

CONCERNS

Staff(ing)

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Patients

Number Detained \_\_\_\_\_ Number of Hospital Admissions \_\_\_\_\_

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Unusual Events

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APPENDIX "D"

LETTER OF UNDERSTANDING

BETWEEN

THE UNIVERSITY OF GUELPH

AND

ONTARIO NURSES' ASSOCIATION

Job Sharing is defined as an arrangement whereby two (2) nurses share the hours of work of what would otherwise be one (1) full-time position.

The following conditions will apply to nurses requesting a job sharing arrangement:

- (1) Job sharing requests with regard to full-time positions shall be considered on an individual basis.
- (2)
  - (a) Total hours worked by the job sharers shall equal one (1) full-time position. These hours shall be share equally between the nurses involved in accordance with the present scheduling practices of a regular full-time nurse.
  - (b) The nurses involved in a job sharing arrangement will be classified as part-time and will be covered by the Collective Agreement.
- (3) Each job sharer may exchange shifts with their partner provided the University is informed and agrees.
- (4) The job sharers involved will determine which nurse works on a paid holiday if required in accordance with the present scheduling practices of a regular full-time nurse.
- (5) It is expected that both job sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the Clinic Administrator or Designate must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged illness or extended absences to a maximum of five (5) working days.
- (6) Vacation, Parental Leave and other leaves pursuant to Article 14

In the event that one member of the job sharing

arrangement goes on any of the above leaves of absence, the coverage will be arranged by the Clinic Administrator/Designate.

- (7) If the University agrees to post a vacant full-time position as a job sharing arrangement both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreements.
- (8) Any incumbent regular full-time nurse requesting to share the nurse's full-time position and such request is granted by the University may do so without having the nurse's half of the job posted. The other half of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
- (9) If one of the job sharers leaves the arrangement, the position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position, and this full-time position will be posted in accordance with the Collective Agreement. The remaining nurse will have the option of continuing the full-time position or bumping to a part-time position, qualifications and seniority permitting.
- (10) Either party may discontinue the job sharing arrangement with ninety (90) days notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be arbitrary.

Signed this 22 day of October, 1991.

FOR THE UNIVERSITY

FOR THE ASSOCIATION

Bull  
Rosemarie McHugh  
J. Stuart Brennan

Trustee EDW OHA  
Diane LeBlanc RN  
Marci Hitts RN

Signed this 22 day of October, 1991.

FOR THE UNIVERSITY

PT Ferguson  
[Signature]  
[Signature]  
[Signature]  
[Signature]

FOR THE ASSOCIATION

Christine Elwood  
Diane LeBlanc RN  
Maria Hiltgen  
[Signature]  
[Signature]