

COLLECTIVE AGREEMENT

Between:

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

And:

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

Expiry Date: April 30, 2011

TABLE OF CONTENTS

ARTICLE 1 - DEFINITIONS	1
ARTICLE 2 - PURPOSE	2
ARTICLE 3 - RECOGNITION	2
ARTICLE 4 - MANAGEMENT FUNCTIONS	2
ARTICLE 5 - RELATIONSHIP	3
ARTICLE 6 - STRIKES AND LOCKOUTS	4
ARTICLE 7 - UNION SECURITY	5
ARTICLE 8 - UNION COMMITTEES AND REPRESENTATIVES	6
ARTICLE 9 - GRIEVANCE PROCEDURE	7
ARTICLE 10 - PROFESSIONAL RESPONSIBILITY	11
ARTICLE 11 - ORIENTATION AND IN-SERVICE	12
ARTICLE 12 - EVALUATIONS AND ADVERSE REPORTS	14
ARTICLE 13 - JOB SECURITY	15
ARTICLE 14 - LEAVE OF ABSENCE	18
ARTICLE 15 - SICK LEAVE	29
ARTICLE 16 - HOURS OF WORK	31
ARTICLE 17 - PAID HOLIDAYS	33
ARTICLE 18 - VACATION	35
ARTICLE 19 - BENEFITS	37
ARTICLE 20 - EIGHT-NINE-TEN MONTH CONTINUING LIMITED TERM POSITIONS	38
ARTICLE 21 - TEMPORARY FULL-TIME POSITIONS	39
ARTICLE 22 - MISCELLANEOUS	40
ARTICLE 23 - COMPENSATION	41
ARTICLE 24 - TIME OFF FOR SNOWSTORMS, HEAT ETC.	42
ARTICLE 25 - JOB SHARING	42
ARTICLE 26 - DURATION	44
ARTICLE 27 - APPENDIXES	44
SIGNING PAGE	45
APPENDIX "A" - SALARIES	46
SALARY SCHEDULE FULL-TIME/PART-TIME NURSES	46
APPENDIX "B"	47
ASSESSMENT COMMITTEE CHAIRPERSONS	47
APPENDIX "C"	48
GRIEVANCE REPORT FORM	48
APPENDIX "D"	49
DEFINITION OF GENDER AND SEXUAL HARASSMENT	49
APPENDIX "E"	50
PROFESSIONAL RESPONSIBILITY COMPLAINT FORM	50
LETTER OF UNDERSTANDING	52
Re: Student Health Services Nursing Practice Committee	52
LETTER OF UNDERSTANDING	53
Re: Benefits	53

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 *Regulated Health Professions Act, 1994*, 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 Human Resources.
- 1.05 Regular Full-time is an employment class of the University, conferring upon nurses in Student Health Services, scheduled hours of work as defined in Article 16.01(a).
- 1.06 Temporary Full-Time
Temporary Full-Time is an employment class of the University conferring upon nurses in Student Health Services the normally scheduled hours as defined by Article 16.01 (a) but subject to the nurse(s) being hired on a temporary full-time basis to replace a regular full-time 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 (a) Part-time is an employment class of the University, for nurses in Student Health Services who commit to be available for work on a pre-determined basis; for call-in; for replacement.
(b) Casual Part-time is an employment class of the University for nurses in Student Health Services who commit to be available for work on 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; paid/unpaid parental leave; for periods of Workers' Compensation of up to twelve (12) months.
- 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.

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 Union 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 Union 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 Student Health Services Department at Guelph, save and except Director, Student Health Services, persons above the rank of Director, Student Health Services and persons regularly employed for not more than twenty-four (24) hours per week.
- (b) The University recognizes the Union 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 Student Health Services Department at Guelph, save and except the Director, Student Health Services and persons above the rank of Director, Student Health Services.
- 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 Union 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 The Union and the University agree that there shall be no discrimination, intimidation, interference, restrictions or coercion shall be exercised or practised by the University or the Union 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 Union.

5.02 The Union agrees that there will be no Union activity, solicitation for membership or collection of Union 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 (a) The University and the Union 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 Union steward if desired and should contact the Manager of Employee Relations or Designate of Human Resources for assistance. All such contacts and resulting investigations will be handled in a confidential manner.

(b) The University and the Union agree to the definition of harassment as currently defined in the University of Guelph's Sexual and Gender Harassment Policy and Procedures. (See Appendix D)

- (c) It is understood that should the situation or concern not be resolved, a nurse may submit a grievance at the third step. Grievances under this clause will be handled with all possible confidentiality and dispatch.

Where harassment is alleged in a grievance, the grievor has the right to discontinue contact with the alleged harasser without incurring any penalty being transferred, pending final determination of the grievance.

Where harassment is found to have occurred, the grievor has the right to discontinue contact on a permanent basis with the harasser being transferred, in addition to any other measures or remedies which may be taken or ordered.

The employer shall not disclose the name of the complainant or the circumstances related to the complaint or to any person except where disclosure is necessary for the purpose of investigating the complaint or taking disciplinary measures in relation thereto.

- 5.04 (a) The University will reimburse a nurse for damages to the nurse's personal property, that are a direct result of an assault.
- (b) Due to the nature of the nurses' work, regular full-time, part-time and casual nurses will be entitled to utilize the on-campus Employee Assistance Program (EAP) as required.
- 5.05 (a) The University will notify the Local Union of any bargaining unit member who is approved for Long Term Disability (LTD), and in the case of Worker's Compensation (WSIB), who are off work as a result of a work related injury.
- (b) When it has been medically determined that a nurse is unable to return to the full duties of his/her position due to a disability, the University will meet with a local representative to discuss the circumstances surrounding the nurses' return to work.
- (c) The University agrees to provide the nurse and the Local Union with a copy of the Workplace Safety and Insurance Board Form 7 at the same time as it is sent to the Board.

ARTICLE 6 - STRIKES AND LOCKOUTS

- 6.01 The Union 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 - UNION 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 Union. A nurse who has no earnings on the 1st of pay of the month (when dues are deducted), will be placed in dues arrears, and the monthly dues will be deducted on the 2nd or 3rd pay of that month. However if the nurse has no earnings in the month, no dues will be deducted for that month (the arrears will not transfer into the following month). Such monies shall be forwarded to the Provincial Secretary-Treasurer of the Union. 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 Union 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 Union.

The University agrees to furnish the Union 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 Union dues by the University, the Union 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 Union steward during the orientation period.

(b) During the orientation period, an officer of the Union or Union steward 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 Union membership and to give out collective agreements, membership forms and other relevant Union material. Nurses will be allowed to join the Union at this time. These interviews will be prescheduled by the Director, Student Health Services/Designate.

ARTICLE 8 - UNION COMMITTEES AND REPRESENTATIVES

- 8.01 The University will recognize the following:
- (a) Two Union stewards (one full-time and one part-time). 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, one full-time and one part-time plus a provincial Labour Relations Officer. (It is understood and agreed that the Labour 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 Labour Relations Officer.)
 - (d) One (1) Union steward as selected or appointed by the Union from the bargaining unit shall sit on the Central Health and Safety Committee.
 - (e) Except as provided for in 8.08, leave required by a Union steward(s) to attend University requested committee meetings shall be subject to operational requirements and without loss of pay for scheduled hours.
- 8.02 The Local Union will supply the University, in writing, with the names of its stewards 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 Union.
- 8.04 The Union 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 Union steward 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 Director, Student Health Services/Designate which shall not be unreasonably withheld. The nurse shall state the destination to the Director, Student Health Services/Designate and shall report again to the Director, Student Health Services/Designate at the time of returning to work. Such approved time shall be paid by the University.
 - (b) Stewards of the Union 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 Director, Student Health Services/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 Director, Student Health Services/Designate.

8.06 Acknowledging that mutual benefits are derived from joint consultation, a Union/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 Union 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; and
- (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 Union may hold meetings on University premises.

8.08 Occupational Health and Safety

The University and the Union 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 including payment for the Union steward established per 8.01 (d).

ARTICLE 9 - GRIEVANCE PROCEDURE

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

- (a) The Collective Agreement

(b) The *Human Rights Code of Ontario*

(c) 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 Union steward. 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 Director, Student Health Services or Designate an opportunity to adjust the complaint. If a nurse has a complaint the nurse shall discuss it with the Director, Student Health Services 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 Director, Student Health Services 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 Director, Student Health Services or Designate's decision in the following manner and sequence:

Step 1

Within ten (10) days of the reply of the Director, Student Health Services or Designate, the nurse may present the grievance in writing to the Director, Student Health Services 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 Director, Student Health Services 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 Associate Vice-President, Student Affairs 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 Associate Vice-President, Student Affairs 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 Assistant Vice-President, Human Resources or Designate. A meeting will then be held between the Assistant Vice-President, Human Resources 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 steward of Ontario Nurses' Association and the grievor may be present at the meeting. The Assistant Vice-President, Human Resources or Designate shall render a decision in writing to the grievor, the Chair of the Grievance Committee and the Union's Employment Relations Officer within ten (10) days of the above meeting. If the decision is unsatisfactory to the nurse or the Union, it may be referred to arbitration by notification to the Assistant Vice-President, Human Resources 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 Union 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, Student Health 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 Union grievances shall be on a form set out in Appendix "C".

9.07 (a) The release of a probationary nurse for reasons based on performance and ability to do the job, including skills, suitability and availability shall not be subject to the grievance procedure unless the probationary nurse is released for:

- i) reasons which are arbitrary, discriminatory or in bad faith;
- ii) exercising a right under this Agreement.

The University agrees to provide the probationary nurse and the Union with a letter outlining the reasons for his/her termination within seven (7) days of such termination.

A claim by a probationary nurse that s/he has been unjustly released shall be treated as a grievance, provided the nurse is entitled to grieve as outlined above in (i) and (ii), if a written statement of such grievance is lodged by the nurse with the University at Step 3 within seven (7) days after the date the release is effected. Such grievance shall be treated as a special grievance as set out below in 9.07 (b).

- (b) Where a nurse, who has completed the probationary period, is suspended or discharged, the nurse and the Union, 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 Union 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 Union steward 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 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 the nurse or they have cause to believe that the nurse or they are being asked to perform more work than is consistent with proper patient care, the nurse or they shall:

- (a)

- i) complain in writing to the Union Management Committee within thirty (30) days of the alleged improper assignment. The Union 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 Union 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.
 - iv) Any complaint lodged under this provision shall be on the form set out in Appendix "E".
- (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 s/he 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 Director, Student Health Services or Designate shall include a familiarization with the department physical plant, applicable University policies and Student Health Services policies and procedures.
- (b) The orientation period shall be a minimum of five (5) days. The nurse may request additional orientation if necessary.
- (c) Newly hired nurses will be given an orientation checklist to be completed during the course of the nurse's orientation and to be reviewed with the Director, Student Health Services upon completion of the nurse's orientation. In addition, prior to completion of the orientation period, the Student Health Services Surveillance Protocol will be completed by the nurse.
- (d) The newly hired nurse(s), the Director, Student Health Services 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 Student Health 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 Union agree that:

- (a) Both Student Health Services and the Union recognize their joint responsibility and commitment to provide and to participate in in-service education. The Union supports the principle of its members' responsibility for their own professional development and Student Health Services will endeavour to assist nurses in this goal. Available programs will be publicized, and Student Health 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 *Regulated Health Professions Act, 1994*.

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 their regular straight time rate of pay.

Mask fit testing shall be conducted in accordance with University policy and such testing shall be scheduled by the University during the nurse's scheduled work hours.

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 Student Health Services 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 Union 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 Human Resources 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 Human Resources 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 Human Resources file in the presence of the Manager of Employee Relations or designate and the Union steward. 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 Union with copies twice yearly on March 1 and September 1. Seniority for part-time nurses (including casual part-time) will be available upon request, bi-weekly within Student Health Services.
 - (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 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 they 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 Union, 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 Student Health Services nursing positions, the nurse is not required to serve a new probationary period.
- 13.04 A nurse's employment shall be terminated if s/he:
- (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 Workplace Safety and Insurance 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 Student Health 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 provided to the local Union representative.
 - (b) It is understood that qualified nurse(s) within Student Health 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) seniority
- Where factors in (i) are relatively equal, factor (ii) shall govern.
- (d) If senior applicants are refused a position with Student Health 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 Student Health Services by the University and a copy provided to the Local union representative.

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 normally provide the Union with no less than six (6) weeks notice and shall meet with the Union to review the following:
- i) the reasons causing the layoff;
 - ii) the implications of the layoff including the service which the clinic will undertake after the layoff;
 - iii) 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. Full-time and part-time layoff and recall rights shall be separate.

Casual part-time nurses shall not be utilized while regular full-time or part-time nurses remain on lay-off, unless the nurse(s) on layoff have refused the opportunity to work or are unavailable.

- (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 Union 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 to individual nurses 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 Union.
 - (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
- (a) Any nurse who permanently transfers to a position outside of the bargaining unit(s) connected with the University, shall be deemed to retain the seniority accrued from his/her start date within the bargaining unit(s) to the date they leave the bargaining unit for a period of up to one (1) year. After one (1) year, s/he will lose all seniority held at the time of transfer and may only be hired into a position in the bargaining unit(s) after the University has complied with the job postings 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 his/her first date of hire with the University for the calculation of salary, vacation and benefits listed in Articles 19.
 - (b) In the event that a nurse accepts a temporary secondment to a position outside of the bargaining unit for a period of up to one (1) year, s/he shall be deemed to retain the seniority accrued from his/her start date within the bargaining unit to the date they leave the bargaining unit. ONA dues deductions will be suspended for the period of such secondment and seniority shall not accrue during this period. When the nurse returns to the bargaining unit, dues deductions will resume and seniority accrual will recommence.

ARTICLE 14 - LEAVE OF ABSENCE

- 14.01
- (a) During all leaves of absence provided for in Article 14, except Personal Leave (14.02) and Full-Time Education Leave (14.20) in excess of thirty (30) continuous calendar days, seniority shall accumulate and upon their 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 Union Leave, ONA President and ONA Board of Directors Leave, the nurse's salary and applicable benefits shall be maintained by the University and the Union 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 Director, Student Health Services as soon as possible. The granting of such leave shall not be unreasonably withheld.

14.03 Local Union Leave

The University may grant leaves of absence as requested to nurses selected by the Union to attend Union 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 Union 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 three (3) 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 Student Health Services 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 or service 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 five (5) days. Immediate family shall mean parent, step-parent, spouse, common-law spouse (including same-sex partner); child, step-child; sister; step-sister; brother, step-brother. Bereavement leave may be lengthened by use of vacation leave, Family Responsibility Time (FRT), Paid Personal Leave (PPL) or leave of absence without pay.

In the event of a death in the 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. Family shall mean, grandparent; grandchild; mother-in-law; father-in-law; sister-in-law; brother-in-law; son-in-law; daughter-in-law; ward. Bereavement leave may be lengthened by use of vacation leave, Family Responsibility Time (FRT), Paid Personal Leave (PPL) or leave of absence without pay.

- (b) In the event of death in the immediate family 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 any absence at the time of and necessitated by the death for a period of up to five (5) days, providing that the part-time nurse or temporary part-time nurse was scheduled to work in those five (5) days and limited to the number of days of work which were scheduled. Immediate family shall mean parent; step parent; spouse; common-law spouse (including same-sex partner); child; step-child; sister; step-sister; brother; step-brother. The University may extend such leave with or without pay.

In the event of death in the family 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 any absence at the time of and necessitated by the death 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. Family shall mean grandparent; grandchild; mother-in-law; father-in-law; sister-in-law; brother-in-law; son-in-law; daughter-in-law; ward. The University may extend such leave with or without pay.

- (c) Spouse, for the purpose of bereavement leave, will include a partner of the same sex. An immediate family member (as specified above), includes an immediate family member of a common law spouse or a partner of the same sex.

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.

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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 parent 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 the Director, Student Health Services of the intent to commence paid parental leave.
- (c) Employees must apply for E.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 E.I. maternity or adoption leave benefits to the Client Services section of Human Resources. An employee disentitled or disqualified from receiving E.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 E.I. maternity or adoption leave benefits only because they have not completed the seven hundred (700) hours of employment in the previous fifty-two (52) weeks required for E.I. benefit eligibility.

Terms of Paid Parental Leave

- (a) Eligible employees will receive 95% of normal salary less applicable Employment Insurance (E.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 the combined income (including E.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 and service 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. They 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 their intention to return to work at least two (2) weeks prior to the intended date of return.
- (h) If the Director, Student Health Services or designate is not certain of a natural mother's physical ability to return to and perform their 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

- (a) 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.
- (b) 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 E.I. adoption leave benefits.

14.12 Unpaid Parental Leave

(a) 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.

(b) Eligibility for Unpaid Parental Leave

On receipt of appropriate documentation of the birth or adoption of a child, the University will grant thirty five (35) 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 would contact the Employment Insurance (EI) Office to determine their eligibility for benefits during the initial ten (10) weeks of this unpaid leave period.)

(c) Terms of Unpaid Parental Leave

- i) 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.
- ii) 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.
- iii) For the purposes of promotion, any period of unpaid parental leave shall be considered as a period of service with the University.
- iv) An employee taking an unpaid parental leave shall not be disadvantaged. They will return to the same or an equivalent position without loss of salary, seniority or service.

14.13 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.

14.14 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.

(a) Eligibility and Application Procedure

- i) Every regular full-time employee is eligible to request a temporary reduction in workload and compensation at any time during their career.
- ii) Any eligible employee may submit a written request for a temporary reduction in workload and compensation to the Director, Student Health Services.
- iii) An employee whose request for a reduction in workload and compensation is denied may grieve the decision according to the collective agreement grievance procedure.

(b) Terms of Reduction in Workload and Compensation

- i) 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.
- ii) 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.
- iii) 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.
- iv) 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.

14.15 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 Director, Student Health Services/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:

- (a) 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.

- (b) 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 City Councillor 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 8-9-10 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) Nurses on 8-9-10 month continuing limited term positions who have completed twelve (12) months of service.
- (d) Nurses participating in a "job-sharing" arrangement, who have each completed 1400 hours of paid service with the University, provided the two (2) nurses share the hours of work of what would otherwise be one (1) regular full-time established position.
- (e) Such waiver will apply to eligible nurses for any credit course offered by the University or courses offered by the Office of Open Learning (OOL) 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, except for nurses participating in a "job-sharing" arrangement, whose combined total shall not exceed four (4) non-credit courses in 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.
- (f) Wherever possible, the courses attended should be scheduled outside the nurse's normal working hours. When this is not possible the regular full-time nurse, including 8-9-10 month continuing limited term appointments during their paid status, 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 Director, Student Health Services/Designate and the Assistant Vice-President, Human Resources 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 Director, Student Health Services/Designate of the 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 Director, Student Health Services/Designate who shall take into account the operating needs of the department;
- (c) prior approval of the leave is given by the Assistant Vice-President, Human Resources 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 Director, Student Health Services/Designate.

14.22 Courses, Seminars and Conferences

- (a) When a nurse attends a course, seminar or conference at the request of the Director, Student Health Services/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 Director, Student Health Services 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 19.

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 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. 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.
- 15.04 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 Workplace Safety and Insurance 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 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.

- 15.07 Where a nurse's scheduled vacation is interrupted due to the nurse's illness, the period of such illness shall be considered sick-leave, provided the nurse has provided medical evidence verifying the illness. 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.

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) i) 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.
 - ii) Scheduling-Evening and Saturday Tours (Part-Time Nurses)
 - A) Nurses will normally be scheduled for five (5) hours evenings (Monday-Friday inclusive) and four (4) hours on Saturday.
 - B) Nurses shall be entitled to one (1) fifteen (15) minute paid break as per the provisions of clause 16.01 (c).
 - C) Nurses who are required to work beyond his/her previously scheduled "end of shift" will be paid at the rate of time and one-half (1.5 times) the nurses' regular hourly rate for all hours worked beyond the scheduled "end of shift".
 - (b) i) Hours of work for part-time and casual nurses shall not normally exceed twenty-four (24) hours per week averaged over a two (2) week pay period.
 - ii) Any additional shifts ("additional shift" means a shift that is available as a direct result of an incidental absence or an unexpected need [i.e. not a regularly scheduled shift] which becomes available after the posting of the schedule), will be offered on the basis of seniority to the part-time and casual nurses, until each nurse has reached twenty-four (24) hours per week averaged over a two (2) week pay period (as per 16.01 (b) (i)). It is understood that only one (1) attempt to contact a nurse need be made. Where possible the nurse will be provided with twenty-four (24) hours to respond.

- iii) Where a nurse who has been available for work but has not been offered any hours (subject to b (ii) above) has consequently experienced a prolonged absence from the Clinic, then the Director of Student Health Services may assign the shift to the nurse in order to maintain familiarity with clinic procedures and any changes thereto. Such assignment shall not be made in an arbitrary manner.
 - (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 Director, Student Health Services/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 Union 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 Director, Student Health Services/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. Such schedules will be posted by April 1st, August 1st and December 1st 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 Director, Student

Health Services 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, or whose shift is cancelled with less than one and one-half (1½) hours notice, 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):
- | | |
|----------------|------------------|
| December 31st | Civic Holiday |
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Family Day | |
- (b) In each calendar year, providing fourteen (14) calendar days notice is given to the Director, Student Health Services 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) The University will provide annually to regular full-time nurses, one (1) or two (2) additional day(s) off with pay during the Christmas period (December 25 - January 1), to coincide with the University's Christmas closure and to provide the regular full-time nurse with uninterrupted time off. If additional days off are required (ie. 3 or more), the nurse will be given the option of

charging the day(s) as vacation, floater, lieu time or time off without pay. Nurses required to work on these days, will be granted a day off with pay at some other time. Premium pay, other than for normal overtime, does not apply for work on these days.

- 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 | |
| Family 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 of service		1.25 per month	6%
	1 year	15 days	1.25	6%
	2 years	22 days	1.83	8%
	8 years	23 days	1.92	8.75%
	12 years	24 days	2.00	9.5%
	16 years	26 days	2.08	10.4%
	25 years	30 days	2.50	12%

(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 calculated and provided on a bi-weekly basis.
- 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, they 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.
- 18.09
- (a) Subject to the provision of 15.08, where a nurse's scheduled vacation is interrupted due to the nurse's illness, the period of such illness shall be considered sick leave.
 - (b) Subject to the provisions of 14.07, where a nurse's scheduled vacation is interrupted due to a bereavement (as outlined in 14.07), the nurse shall be entitled to bereavement leave.

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 Union 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 Union 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 employees represented by the Professional Staff Association (PSA), concurrently with the date of implementation for such employees.
- (b) The University shall advise the Union 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 Union to the University Pensions and Benefits Review Committee.
- 19.07 For eligible nurses, family coverage is available to the nurse and his/her same sex spouse (as defined in the Benefit Information Sheets) and their dependents, for Extended Health Care and Dental.

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 Union 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.

20.05 Nurses in eight (8), nine (9), ten (10) month continuing limited term positions may make themselves available for additional shifts over their off work period by making their availability known to the Director in writing. These nurses will be treated as casual nurses during the off work period, and will be scheduled as such.

ARTICLE 21 - TEMPORARY FULL-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) Regular full-time and/or part-time and casual part-time nurses presently on staff, may apply for any temporary full-time 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 or casual part-time nurse fills a temporary full-time position, such nurse(s) shall be considered part-time.

- (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 Union 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 Union Meetings and other local Union activities. All such notices must be signed by an Officer of the Union and submitted to the Director, Student Health Services/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 Student Health Services Department.
 - (b) All other issues shall be effective April 1, 1996 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 Union of such new or changed classification and the rate of pay established. If requested, the University agrees to meet with the Union to review the appropriate rate of pay providing such meeting shall not delay the implementation of the new classification. Where the Union challenges the rate established by the University and the matter is not resolved following a meeting with the Union, 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 Union 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 seventy cents (\$0.70) per hour for all hours worked between 1800 hours and 2400 hours.
- 23.06
- (a) A nurse shall receive a shift premium of fifty cents (.50) per hour for all hours worked on a Saturday.
 - (b) A nurse shall receive a shift premium of seventy cents (.70) per hour for all hours worked on a Sunday.
 - (c) The premiums outlined in 23.05, 23.06 (a) and (b) shall not be paid when the time worked is paid at the overtime rate.

- (d) Where a nurse qualifies for a shift premium under more than one provision, it is understood that the nurse will receive the greater of the shift premiums.

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, the nurse will have the option of charging their absence against the 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 Director, Student Health Services/Designate will use their 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 - JOB SHARING

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:

- (a) Job sharing requests with regard to full-time positions shall be considered on an individual basis.
- (b)
 - i) Total hours worked by the job sharers shall equal one (1) full-time position. These hours shall be shared equally between the nurses involved in

accordance with the present scheduling practices of a regular full-time nurse.

- ii) The nurses involved in a job sharing arrangement will be classified as part-time and will be covered by the Collective Agreement.
- (c) Each job sharer may exchange shifts with their partner provided the University is informed and agrees.
- (d) 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.
- (e) The job sharers involved will determine which nurse has access to "tuition waiver" as outlined in Article 14.19.
- (f) 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 Director, Student Health Services 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.
- (g) 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 Director, Student Health Services/Designate.
- (h) 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.
- (i) Any incumbent regular full-time nurse requesting to share his/her full-time position and such request is granted by the University may do so without having his/her 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.
- (j) If one of the job sharers leaves the arrangement, his/her half of the position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining nurse will have the option of continuing the full-time position or remaining as a part-time nurse, qualifications and seniority permitting. Should s/he decline the full-time position, then the full-time position will be posted in accordance with the Collective Agreement.
- (k) 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.

ARTICLE 26 - DURATION

- 26.01 This agreement shall be in effect from May 1, 2008 to April 30, 2011 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. On or after January 28, 2008 either party may request the other to commence negotiations to establish new wage rates to be effective May 1, 2008.
- 26.02 Notice that amendments are required or that either party desires to terminate this agreement may only be given within a period of ninety (90) days prior to the expiration date of this agreement or to any anniversary of such expiration date.

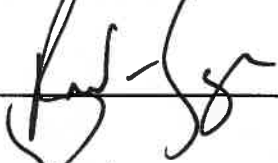
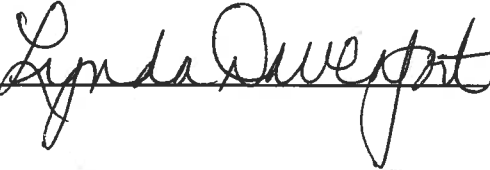
ARTICLE 27 - APPENDIXES

- 27.01 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" - Definition of Harassment - Sexual and Gender Harassment Policy
 - Appendix "E" - Professional Responsibility Complaint Form
 - Letter of Understanding – Student Health Services Nursing Practice Committee
 - Letter of Understanding - Benefits


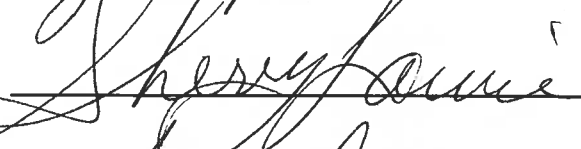
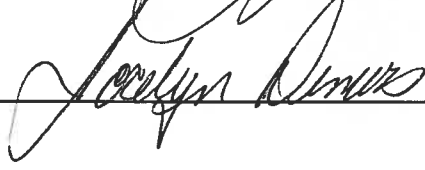
SIGNING PAGE

Dated at Guelph, Ontario, this 28th day of January, 2009.

FOR THE EMPLOYER:


Melaine Bonarum

Lynda Davenport

FOR THE UNION:


Labour Relations Officer


Carolyn Smith

APPENDIX "A" - SALARIES

SALARY SCHEDULE FULL-TIME/PART-TIME NURSES

A.01 Full-time/Part-time Nurses

Registered Nurse- Hourly

	<u>May 1, 2008</u>	<u>May 1, 2009</u>	<u>May 1, 2010</u>
Start	29.54	30.43	31.34
1 Year	30.26	31.17	32.10
2 Years	30.97	31.90	32.86
3 Years	31.63	32.58	33.56
4 Years	32.37	33.34	34.34
5 Years	33.07	34.07	35.09

A.02 Full-time/Part-time Graduate Nurses

Graduate Nurse – Hourly

	<u>May 1, 2008</u>	<u>May 1, 2009</u>	<u>May 1, 2010</u>
Start	29.04	29.91	30.80
1 Year	29.75	30.64	31.56
2 Years	30.46	31.37	32.31
3 Years	31.12	32.05	33.01
4 Years	31.86	32.81	33.80
5 Years	32.56	33.54	34.54

A.03 A Registered Nurse is required to present to the Director, Student Health Services before February 15 of each year, their current Certificate of Competence. Such time shall be extended for satisfactory reasons. Failure to provide proof of certification by the above date, or extended date, shall result in the nurse being reverted to the salary status of a Graduate Nurse. Reinstatement of the status of Registered Nurse shall be effective the first pay period following the date of presentation of proof of certification as above.

A.04 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.05 Benefits as outlined in Article 19 for part-time nurses shall be in accordance with the University's policy.

APPENDIX "B"

ASSESSMENT COMMITTEE CHAIRPERSONS

Ms. M. Elizabeth Ada
Director, Human Resources
Algonquin College of Applied Arts and Technology
1385 Woodroffe Avenue
Nepean, Ontario
K1S 0C5

Ms. Susan Elizabeth French
Associate Member, Department of Sociology
McMaster University, School of Nursing
Faculty of Health Sciences, Room 3N25C
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APPENDIX "C"

GRIEVANCE REPORT FORM

ONTARIO NURSES ASSOCIATION ASSOCIATION DES INFIRMIÈRES ET INFIRMIERS DE L'ONTARIO GRIEVANCE REPORT / RAPPORT DE GRIEF			
ONA LOCAL SECTION / LOCALE DE L'ARO GRIEVOR PLAIGNANTE DEPARTMENT SERVICE	EMPLOYER EMPLOYEUR	STEP ÉTAPE 1. 2. 3.	DATE SUBMITTED TO EMPLOYER DATE DE SOUMISSION À L'EMPLOYEUR
		GRIEVANCE NO N° DU GRIEF	
NATURE OF GRIEVANCE AND DATE OF OCCURRENCE / NATURE DU GRIEF ET DATE DE L'ÉVÈNEMENT			
SETTLEMENT REQUESTED / RÈGLEMENT DEMANDÉ			
SIGNATURE OF GRIEVOR SIGNATURE DE LA PLAIGNANTE		SIGNATURE OF ASSOCIATION REP SIGNATURE DE LA REP DE L'ARO	
STEP ONE PREMIÈRE ÉTAPE ►	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR		DATE RECEIVED FROM THE UNION DATE DE RÉCEPTION DU SYNDICAT DATE SUBMITTED TO THE UNION DATE DE SOUMISSION AU SYNDICAT SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR
STEP TWO DEUXIÈME ÉTAPE ►	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR		DATE RECEIVED FROM THE UNION DATE DE RÉCEPTION DU SYNDICAT DATE SUBMITTED TO THE UNION DATE DE SOUMISSION AU SYNDICAT SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR
STEP THREE TROISIÈME ÉTAPE ►	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR		DATE RECEIVED FROM THE UNION DATE DE RÉCEPTION DU SYNDICAT DATE SUBMITTED TO THE UNION DATE DE SOUMISSION AU SYNDICAT SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR
ON-09 REV 01/2000		DISTRIBUTION: 1. BLACK - EMPLOYER 2. BROWN - ONA 3. BLUE - LOCAL ASSOCIATION 4. GREEN - GRIEVOR DISTRIBUTION: 1. NOIR - EMPLOYEUR 2. BRUN - ARO 3. BLEU - ASSOCIATION LOCALE 4. VERT - PLAIGNANTE	

APPENDIX "D"**DEFINITION OF GENDER AND SEXUAL HARASSMENT**

For the purposes of the Sexual and Gender Harassment Policy, sexual and gender harassment are deemed to include:

- (a) unwanted sexual attention or behaviour, consisting of one or a series of incidents by an individual or group who knows or ought reasonably to know that such attention is unwanted;
- (b) unwanted sexual activity of a physical nature, including intercourse;
- (c) harassment on the basis of sexual orientation;
- (d) implied or expressed promise of reward for complying with a sexually oriented request;
- (e) actual reprisal or an implied or expressed threat of reprisal for refusal to comply with a sexually oriented request;
- (f) actual denial of opportunity or an implied or expressed threat of denial of opportunity for refusal to comply with such a request;
- (g) behaviour based on sex when it has the effect of creating an intimidating, hostile or offensive environment for work, study or University life;
- (h) demeaning or belittling remarks, jokes, slurs, innuendoes or taunting about the sex or body of an individual or group; and
- (i) displaying in University areas pictures, graffiti or materials that denigrate one of the sexes;

Sexual and gender harassment can be physical, verbal, visual or written (including electronic media); can involve individuals or groups; can be one incident or a series of incidents; and can occur on campus or off, during working hours or not.

Sexual harassment does not refer to relationships between responsible, consenting adults.

** The above definition may be amended from time to time.*

APPENDIX "E" PROFESSIONAL RESPONSIBILITY COMPLAINT FORM



ONTARIO NURSES' ASSOCIATION ASSOCIATION DES INFIRMIERS ET INFIRMIÈRES DE L'ONTARIO



COMMUNITY PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORM /
FORMULAIRE DE DÉCLARATION DE CHARGE DE TRAVAIL DES RESPONSABILITÉS PROFESSIONNELLES COMMUNAUTAIRES

(Please Print / Veuillez écrire en lettres majuscules)

SECTION 1: GENERAL INFORMATION / RENSEIGNEMENTS GÉNÉRAUX

Name(s) Of Employee(s) Reporting:
Nom(s) de l'employé(e)/des employé(e)s faisant le rapport : _____

Employer: _____ /Branch /Service _____ Team/Area/Program: _____
Employeur: _____ Équipe/Zone/Programme: _____

Date Of Occurrence: _____ Start Time: _____ Duration Time: _____
Date de l'événement: _____ Heure du début: _____ Durée: _____

Hrs Wkd _____ On Call/Ext. Hrs _____ Supervisor(at time of occ.) _____ Date/Time Submitted: _____
Hrs fin de sem. _____ Hrs sur appel/suppl. _____ Superviseur (sur place.) _____ Date/heure de la soumission: _____

SECTION 2: DETAILS OF OCCURRENCE / RENSEIGNEMENTS SUR L'ÉVÈNEMENT

Provide a concise summary of how the occurrence affected your practice/workload:
Fournir un résumé détaillé de la manière dont l'événement a affecté vos activités/votre charge de travail : _____

Check one: / Coché UNE seule réponse : Is this an isolated incident? / S'agit-il d'un cas isolé ? An ongoing problem? / D'un problème récurrent ?

SECTION 3: CLIENT CARE AND OTHER CONTRIBUTING FACTORS TO THE OCCURRENCE / SOINS DES CLIENTS ET AUTRES FACTEURS AYANT CONTRIBUÉ À L'ÉVÈNEMENT

Please check off the factor(s) you believe contributed to the workload issue:
Veuillez cocher le(s) facteur(s) qui selon vous a/ont contribué aux problèmes relatifs aux charges de travail :

Change in client acuity (psy/phy/soc) Provide details:
Changement dans l'acuité du client (psy/phy/soc.) Fournir des renseignements : _____

Safety in jeopardy (specify) / Sécurité en jeu (spécifier) _____

Lack of / malfunctioning equip.(specify)
Manque/défaillance d'équipement (spécifier) _____

Visitors/Family members / Visiteurs/membres de familles

Bed Shortage (hosp./LTC) / Manque de lits (hosp./SLD)

Client census at time of occurrence / Nbre de clients au moment de l'événement

Weather / Conditions météorologiques

Travel/Distance / Déplacement/distance

Non-Nursing Duties: (specify)
Tâches non spécifiques aux infirmières : (spécifier) _____

Unanticipated Assignment / uncontrolled variables (specify)
Affectation non anticipée / changements incontrôlés (spécifier) _____

of Admissions / Nbre d'admissions _____

of Discharges / Nbre de sorties _____

Incomplete Referral Information / Renseignements sur le patient incomplets
Other (specify) / Autre (spécifier) _____

SECTION 4: STAFFING/WORKING CONDITIONS / DOTATION EN PERSONNEL/CONDITIONS DE TRAVAIL

In order to effectively resolve workload issues, please provide details about the working conditions at the time of occurrence by providing the following information:
Afin de résoudre les problèmes relatifs aux charges de travail, veuillez fournir des détails sur les conditions de travail au moment de l'événement en fournissant les renseignements suivants :

Regular Staff: / # Personnel régulier : RN / Inf. aut. RPN / Inf. aux. aut. Clerical Support / Personnel de bureau IT Support / Soutien informatique

Actual Staff: / # Personnel actuel : RN / Inf. aut. RPN / Inf. aux. aut. Clerical Support / Personnel de bureau IT Support / Soutien informatique

Junior Staff / Personnel subalterne : Yes / Oui No / Non How many? / Combien ? _____

RN Staff Overtime: / Inf. aut. en temps sup. : Yes / Oui No / Non If yes, how many staff?
Si oui, combien ? _____ Total Hours / Nbre d'heures _____

Breaks: / Pausas : Meal Period: / Pause-repas : Missed / ratée _____ Late / en retard _____ Taken / prise _____
Rest Period: / Temps de repos : Missed / ratée _____ Late / en retard _____ Taken / prise _____

At the time of the occurrence, the planned workload was: Au moment de l'événement, la charge de travail prévue était telle :	# Planned # Prévu(e)s	Actual # # Actuel(le)s	Time Planned Temps prévu à cet effet	Actual Time Durée actuelle
Home Visits/ School Visits/ Clinics Visites à domicile/ visites à l'école / cliniques				
Case Conferences/Team Meetings etc. Conférence de cas / réunions d'équipes, etc.				
Documentation/ Administration (i.e. phone, paperwork, supplies) Documentation/ Administration (ex. téléphone, travail administratif, approvisionnement)				
Inservice / Education En service / formation				
Travel (number of trips) Déplacements (nombre de déplacements)				
Other (i.e. giving a presentation etc.) Autre (ex. exposé à faire)				

If there was a shortage of staff at the time of the occurrence, (including support staff) please check one or all of the following that apply:
S'il y a eu un manque de personnel au moment de l'événement, (dont le personnel de soutien) veuillez cocher la/les réponse(s) nécessaires :

Absence/Emergency Leave
Absence/congé d'urgence Sick Call(s)
Congé(s) maladie(s) Vacancies
Vacances

SECTION 5: REMEDY / SOLUTION

(A) At the time the workload issue occurred, did you discuss the issue within the team/branch/program? Yes / Oui No / Non
 Au moment où le problème est survenu en raison de la charge de travail, en avez-vous discuté avec l'équipe/le service/le programme ?

Provide Details: / Fournir des renseignements : _____

Was it resolved? / Est-ce que le problème a été résolu ? Yes / Oui No / Non

(B) Failing resolution at the time of the occurrence, did you seek assistance from the person designated by the employer as having responsibility for timely resolution of workload issues? Yes / Oui No / Non
 Ne trouvant pas de solution lors de l'évènement, avez-vous cherché de l'aide auprès de la personne désignée par l'employeur ayant la responsabilité de régler les problèmes relatifs aux charges de travail ?

Did the designated person with whom you discussed the occurrence provide guidance? Yes / Oui No / Non
 Est-ce que la personne responsable avec qui vous avez discuté du problème vous a orienté conséquemment ?

Provide Details: / Fournir des renseignements : _____

Was it resolved? / Le problème a-t-il été résolu ? Yes / Oui No / Non

(C) Did you discuss the issue with your manager (or designate) on her/his next working day? Yes / Oui No / Non
 Avez-vous discuté du problème avec votre superviseur(e) (ou responsable) au moment de son retour au travail ?

Provide Details: / Fournir des renseignements : _____

Was isolated incident resolved? / Est-ce que le cas isolé a été résolu ? Yes / Oui No / Non

If an ongoing problem, was entire issue resolved? / S'il s'agissait d'un problème récurrent, a-t-il été résolu ? Yes / Oui No / Non

Were measures implemented to prevent re-occurrence? / Est-ce que des mesures ont été prises pour éviter que cela se reproduise ? Yes / Oui No / Non

Provide Details: / Fournir des renseignements : _____

If staff made available, please identify the number of staff provided, their category and the amount of time they were available for.
 Si du personnel a été assigné, veuillez identifier le nombre de personnes assignées, leurs catégories et le nombre d'heures pendant lesquelles ils étaient disponibles :

Category (CM, RN, RPN, PHN, PSW, Clerk etc.) Catégories (RC, inf. aut., inf. aux. aut., ISP, Prép. aux serv. de soul., Commis, etc.)	Amount of time Staff available / Durée de disponibilité du personnel	Orientation to Branch Required / Orientation à un service requis <input type="checkbox"/> Yes / Oui <input type="checkbox"/> No / Non State Orientation time (min./hrs) / Sûpuler le temps de réorientation (min. /heures)

SECTION 6: RECOMMENDATIONS / RECOMMANDATIONS

Please check-off one or all of the areas below you believe should be addressed in order to prevent similar occurrences:
 Veuillez cocher le ou les points ci-dessous qui, selon vous, devraient être pris en considération afin d'éviter de tels problèmes.

- Inservice / Personnel en service
- Change physical lay-out / Changement de la répartition des employés
- Caseload review for acuity/activity / Révision du nbre de cas pour l'acuité/l'activité
- Orientation / Orientation
- Float/casual pool / Personnel mobile/occasionnel
- ↑ RN/CM staffing / ↑ inf. aut. /RC
- ↑ support staffing / ↑ personnel de soutien
- Review nurse/patient ratio / Révision du nbre de patients par inf.
- Review policies & procedures / Révision des politiques et procédures
- Perform Workload Measurement Audit / Évaluations des charges de travail

Equipment (Please specify) / Équipement (veuillez spécifier) _____

Other: / Autre : _____

SECTION 7: EMPLOYEE SIGNATURES / SIGNATURES DES EMPLOYÉ(E)S

We request these concerns be forwarded to the Employer-Association Committee.
 Je/nous demandons à ce que ces préoccupations soient soumises au Comité de l'association patronale.

Signature: / Signature : _____ Phone No.: / N° de tél : _____

Signature: / Signature : _____ Phone No.: / N° de tél : _____

Signature: / Signature : _____ Phone No.: / N° de tél : _____

Date/time Submitted: / Date/heure de la soumission : _____

SECTION 8: MANAGEMENT COMMENTS / COMMENTAIRES DE LA DIRECTION

Please provide any information/comments in response to this report, including any actions taken to remedy the situation, where applicable.
 Veuillez fournir des renseignements/commentaires sur ce rapport, en incluant les mesures qui ont été prises pour remédier à la situation, le cas échéant.

Management Signature / Signature de la direction _____ Date: / Date : _____

(1) Manager/Chief Nursing Officer (or designate) / (1) Directrice/Infirmière en chef (ou désignée)

LETTER OF UNDERSTANDING

Between:

ONTARIO NURSES' ASSOCIATION

And:

UNIVERSITY OF GUELPH

Re: Student Health Services Nursing Practice Committee

Further to discussion during collective bargaining, it is agreed that a Student Health Services Nursing Practice Committee, to include two (2) nurses selected by the Union, shall be established immediately following ratification of the new agreement. The purpose of this committee will be to review and discuss nursing policy and procedures including infectious disease and pandemic planning.

Dated and signed at Guelph, Ontario this *28th* day of *January* 2009.

FOR THE EMPLOYER:

[Signature]

Melanie Howarth

FOR THE UNION:

[Signature]

Labour Relations Officer
[Signature]

[Signature]

LETTER OF UNDERSTANDING

Between:

ONTARIO NURSES' ASSOCIATION

And:

UNIVERSITY OF GUELPH

Re: Benefits

- (a) Further to discussions during collective bargaining, this will confirm that the current provisions of the employee extended health, dental, long term disability and life insurance plans will continue for the life of the new collective agreement.
- (b) For employees hired on or after October 1, 2008, establish a ten year continuous University service requirement to be eligible for post retirement benefits.
- (c) "Percentage-in-lieu" of benefits for Part-Time Nurses

For part time nurses hired following ratification, a six percent (6%) "percentage-in-lieu" of University of Guelph health benefits (Extended Health, Dental, Life Insurance and Long Term Disability) will be paid in addition to the applicable hourly rate. Such part-time nurses will not be eligible for enrolment in the noted benefits.

Current part-time nurses will have a one time option to waive enrolment in health benefits in order to receive the "percentage-in-lieu" or, subject to the Carrier's existing enrolment requirements, enroll in any of the applicable benefits that she has previously waived. Current nurses will have until December 31, 2008 to finalize decisions regarding benefits. For those choosing "percentage-in-lieu", the "percentage-in-lieu" will be effective the first of the month following their decision. A decision by a current part-time nurse to accept "percentage-in-lieu" is irrevocable and as such, the part-time nurse will not be able to enroll in health benefits available to part-time nurses at a later date.

Letter Of Understanding
Re: Benefits

Dated and signed at Guelph, Ontario this *28th* day of *January*, 2009.

FOR THE EMPLOYER:

[Signature]

Melanie Howatt

FOR THE UNION:

[Signature]

Labour Relations Officer
[Signature]

[Signature]

