

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE OTTAWA HOSPITAL**

**AND**

**ONTARIO NURSES' ASSOCIATION**

**Expiry: March 31, 2011**

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## APPENDIX 3

**COMPENSATION & CLASSIFICATION ONA WAGE SCHEDULE**  
**EFFECTIVE APRIL 1, 2008 – MARCH 31, 2010**



Pay Scale	Position	% Inc.	Effective Date	Step 1 / Start	Step 2 / 1 Year	Step 3 / 2 Years	Step 4 / 3 Years	Step 5 / 4 Years	Step 6 / 5 Years	Step 7 / 6 Years	Step 8 / 7 Years	Step 9 / 8 Years	Step 10 / 25 Years	
CENTRAL	Registered Nurse	3.25%	01-Apr-08	\$ 27.67	\$ 28.08	\$ 28.55	\$ 29.95	\$ 31.37	\$ 33.14	\$ 34.91	\$ 36.71	\$ 39.31	\$ 40.00	
		3.00%	01-Apr-09	\$ 28.50	\$ 28.92	\$ 29.41	\$ 30.85	\$ 32.31	\$ 34.13	\$ 35.96	\$ 37.81	\$ 40.49	\$ 41.20	
		3.00%	01-Apr-10	\$ 29.36	\$ 29.79	\$ 30.29	\$ 31.78	\$ 33.28	\$ 35.15	\$ 37.04	\$ 38.94	\$ 41.70	\$ 42.44	
302	Graduate Nurse	3.25%	01-Apr-08	\$ 26.87	\$ 27.23									
		3.00%	01-Apr-09	\$ 27.68	\$ 28.05									
		3.00%	01-Apr-10	\$ 28.51	\$ 28.89									
303	Nurse Clinician Clinical Teacher (Riverside Campus)	3.25%	01-Apr-08	\$ 28.73	\$ 29.17	\$ 29.61	\$ 31.05	\$ 32.52	\$ 34.33	\$ 36.10	\$ 37.92	\$ 40.64	\$ 41.35	
		3.00%	01-Apr-09	\$ 29.59	\$ 30.05	\$ 30.50	\$ 31.98	\$ 33.50	\$ 35.36	\$ 37.18	\$ 39.06	\$ 41.86	\$ 42.59	
		3.00%	01-Apr-10	\$ 30.48	\$ 30.95	\$ 31.42	\$ 32.94	\$ 34.51	\$ 36.42	\$ 38.30	\$ 40.23	\$ 43.12	\$ 43.87	
Pay Scale	Position	% Inc.	Effective Date	Step 1 / Start	Step 2 / 1 Year	Step 3 / 2 Years	Step 4 / 3 Years	Step 5 / 4 Years	Step 6 / 5 Years	Step 7 / 6 Years	Step 8 / 7 Years	Step 9 / 8 Years	Step 10 / 25 Years	
307	Nurse Specialist Clinical Educator	3.25%	01-Apr-08	\$ 30.92	\$ 31.70	\$ 32.48	\$ 34.28	\$ 36.04	\$ 38.17	\$ 40.25	\$ 42.25	\$ 45.26	\$ 46.05	
		3.00%	01-Apr-09	\$ 31.85	\$ 32.65	\$ 33.45	\$ 35.31	\$ 37.12	\$ 39.32	\$ 41.46	\$ 43.52	\$ 46.62	\$ 47.43	
		3.00%	01-Apr-10	\$ 32.81	\$ 33.63	\$ 34.45	\$ 36.37	\$ 38.23	\$ 40.50	\$ 42.70	\$ 44.83	\$ 48.02	\$ 48.85	
311	Nurse Specialist Enterestomal	3.25%	01-Apr-08	\$ 29.53	\$ 29.95	\$ 29.95	\$ 31.33	\$ 32.82	\$ 34.68	\$ 36.53	\$ 38.39	\$ 41.15	\$ 41.88	
		3.00%	01-Apr-09	\$ 30.42	\$ 30.85	\$ 30.85	\$ 32.27	\$ 33.80	\$ 35.72	\$ 37.63	\$ 39.54	\$ 42.38	\$ 43.14	

	Therapist	3.00%	01-Apr-10	\$ 31.33	\$ 31.78	\$ 31.78	\$ 33.24	\$ 34.81	\$ 36.79	\$ 38.76	\$ 40.73	\$ 43.65	\$ 44.43
312	Care Facilitator	3.25%	01-Apr-08	\$ 28.64	\$ 29.10	\$ 29.62	\$ 31.15	\$ 32.71	\$ 34.59	\$ 36.44	\$ 38.29	\$ 41.02	\$ 41.74
		3.00%	01-Apr-09	\$ 29.50	\$ 29.97	\$ 30.51	\$ 32.08	\$ 33.69	\$ 35.63	\$ 37.53	\$ 39.44	\$ 42.25	\$ 42.99
		3.00%	01-Apr-10	\$ 30.39	\$ 30.87	\$ 31.43	\$ 33.04	\$ 34.70	\$ 36.70	\$ 38.66	\$ 40.62	\$ 43.52	\$ 44.28
313	Coordinator	3.25%	01-Apr-08	\$ 36.90	\$ 36.90	\$ 37.06	\$ 37.71	\$ 38.37	\$ 39.45	\$ 40.06	\$ 40.72	\$ 42.27	\$ 43.01
		3.00%	01-Apr-09	\$ 38.01	\$ 38.01	\$ 38.17	\$ 38.84	\$ 39.52	\$ 40.63	\$ 41.26	\$ 41.94	\$ 43.54	\$ 44.30
		3.00%	01-Apr-10	\$ 39.15	\$ 39.15	\$ 39.32	\$ 40.01	\$ 40.71	\$ 41.85	\$ 42.50	\$ 43.20	\$ 44.85	\$ 45.63

Pay Scale	Position	% Inc.	Effective Date	Step 1 / Start	Step 2 / 1 Year	Step 3 / 2 Years	Step 4 / 3 Years	Step 5 / 4 Years	Step 6 / 5 Years	Step 7 / 6 Years	Step 8 / 7 Years	Step 9 / 8 Years	Step 10 / 25 Years
314	Clinical Leader	3.25%	01-Apr-08	\$ 29.19	\$ 29.66	\$ 30.21	\$ 31.77	\$ 33.37	\$ 35.29	\$ 37.16	\$ 39.06	\$ 41.85	\$ 42.58
		3.00%	01-Apr-09	\$ 30.07	\$ 30.55	\$ 31.12	\$ 32.72	\$ 34.37	\$ 36.35	\$ 38.27	\$ 40.23	\$ 43.11	\$ 43.86
		3.00%	01-Apr-10	\$ 30.97	\$ 31.47	\$ 32.05	\$ 33.70	\$ 35.40	\$ 37.44	\$ 39.42	\$ 41.44	\$ 44.40	\$ 45.18
315	Nurse Practitioner	3.25%	01-Apr-08	\$ 33.64	\$ 34.13	\$ 34.67	\$ 36.40	\$ 38.12	\$ 40.27	\$ 42.43	\$ 44.59	\$ 47.79	\$ 48.62
		3.00%	01-Apr-09	\$ 34.65	\$ 35.15	\$ 35.71	\$ 37.49	\$ 39.26	\$ 41.48	\$ 43.70	\$ 45.93	\$ 49.22	\$ 50.08
		3.00%	01-Apr-10	\$ 35.69	\$ 36.20	\$ 36.78	\$ 38.61	\$ 40.44	\$ 42.72	\$ 45.01	\$ 47.31	\$ 50.70	\$ 51.58

\*3.0% General Increase. Step 1 received an additional 6.15%, Step 2 an additional 3.60%, and Step 9 an additional 0.25%.

Pay Scale 311 & 313: OHA is in discussion with ONA Central on how to deal with cases where a step has a lower rate of pay then the step preceding it on a salary scale. Currently we are paying the higher rate of pay for both steps, partly due to system limitations.

**ARTICLE A - DEFINITIONS**

- A.1 "Rotation Schedule" is a written statement setting forth the days and hours upon which the nurses are normally required to work and the days upon which nurses are normally scheduled to be off work.
- A.2 The Employer will provide the Association with the current Clinical Services Portfolio and as the Current Structure changes will notify the Association of those changes.
- A.3 Wherever the word Coordinator or Clinical Manager is used in this Agreement, it shall be considered as meaning the first supervisory level excluded from the Bargaining Unit.

**ARTICLE B – RECOGNITION AND SCOPE**

- B.1 The Labour Relations Board ordered the following:

All Registered Nurses, Graduate Nurses, Team Leaders, Enterestomal Therapists, Nutritional Support Nurses, Gerontology Nurse Specialists, Diabetic Nurse Specialists, Educators, Clinicians, Clinical Leaders and Resource Nurses of the Ottawa Hospital/L'Hôpital d'Ottawa engaged in a nursing capacity, save and except Occupational Health and Safety Nurses, Coordinators and persons above the rank of Coordinator.

Note: The parties agree that the Graduate Nurse classification shall also include Registered Nurses with temporary licenses.

**ARTICLE C – MANAGEMENT RIGHTS**

- C.1 The Association recognizes that the management of the Hospital and the direction of the working force are fixed exclusively in the Employer and shall remain solely with the Employer except as specifically limited by a provision of this Agreement. Without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline nurses, provided, subject to Article 7.06, that a claim by a nurse that she has been discharged or disciplined without just cause may become the subject of a grievance and may be dealt with as hereinafter provided.
  - (c) determine, in the interest of efficient operation and highest standard of service, job rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment for any service;
  - (d) determine the number of personnel required, the services to be performed and the methods, procedures and equipment to be used in connection therewith; subject to the availability of staff the Employer agrees to endeavour to keep all wards of the Hospital adequately staffed.

- (e) make and enforce and alter from time to time rules and regulations to be observed by the nurses, provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement. The Employer will advise the Association of any changes in rules and regulations in advance.

C.2 It is agreed that these rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

#### **ARTICLE D – SCHEDULING REGULATIONS**

D.1 All rotation schedules shall be prepared and posted so that full-time and part-time nurses will be aware of their rotation schedules at least four (4) weeks in advance of such rotation schedules coming into effect. Such rotation schedules shall cover a period of no less than six (6) weeks except for the scheduling of Christmas and New Years.

D.2 The Hospital will continue scheduling every second weekend off. It is understood that the Hospital may have to schedule two weekends out of four. In the event that the Hospital has to modify weekend work it shall bring it to the Committee established to review scheduling. Where a nurse is required to work an additional weekend, which results in the nurse not being scheduled off every second weekend, or two weekends in four, he/she will receive premium pay as provided in article 14 for all hours worked on such additional weekend, save and except where:

- (a) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
- (b) such nurse has requested weekend work; or
- (c) such weekend is worked as the result of an exchange of shifts with another nurse.

D.3 At least sixteen (16) hours will be scheduled off between a change in tour and at least forty-eight (48) hours will be scheduled following a period of night duty, and failing this, full-time and part-time employees shall be remunerated at the rate of time and one-half for the number of hours the interval is short of sixteen (16) hours between a change of tours or forty-eight (48) hours following a period of night duty. This shall apply only to pre-scheduled shifts as per the posted rotation. For clarity, this shall not apply where an employee is offered and voluntarily accepts either an additional shift or additional hours in conjunction with the pre-scheduled shift.

- D.4 (a) The weekends off for nurses working on permanent nights shall be Friday and Saturday.
- (b) For all other schedules: A weekend shall be defined as the period from the completion of the evening shift on Friday to the commencement of the day shift on Monday.

- D.5 Nurses shall only rotate tours between day/evening or day/night. The Employer will provide 50% of the hours scheduled during the day tour hours, and shall apply to these areas of schedules: self-scheduling, 2D2N, extended tours, 10 hours.
- D.6 No split tours will be scheduled.
- D.7 When a nurse is scheduled to work on a weekend in conjunction with a paid holiday which occurs on a Monday or a Friday, the Hospital will endeavour to schedule the nurse to work the paid holidays preceding or following that weekend, when the paid holiday has not been pre-assigned through a rotating master schedule.
- D.8 The Hospital will provide a nurse who transfers from one unit to another, at least two (2) consecutive days off before beginning work on the new unit.
- D.9 (a) For purposes of defining shift premium payment in accordance with article 14.10 of the Central Collective Agreement the following shall be:
- |      |               |                           |
|------|---------------|---------------------------|
| i)   | day shift     | 0700 hours and 1500 hours |
| ii)  | evening shift | 1500 hours and 2300 hours |
| iii) | night shift   | 2300 hours and 0700 hours |
- (b) The Hospital will advise the Union as per article 18 of the expected introduction of alternate start and end times. The Union and the Hospital must agree on all scheduling aspects on the introduction of such tours/times. Where the Association challenges the employer's action and the matter is not resolved a grievance may be filed at Step No. 2 of the Grievance Procedure within seven (7) calendar days following any meeting.
- D.10 A nurse may request specific shifts (evening or nights) on a permanent or temporary basis, in writing to the Employer with a copy to the Association. A nurse will be granted such request up to 100% when possible without causing disruption to the unit staff schedule or patient care requirements. It is understood that if such request is granted by the Hospital upon giving the nurse sixty (60) calendar days written notice, the Hospital may discontinue such arrangements either temporarily or permanently.
- D.11 a) A request for exchange of shifts in posted time schedule must be submitted in writing to the Clinical Manager or delegate and co-signed by the nurses willing to exchange. All exchanges must be approved by the Clinical Manager or designate. Such exchanges will not be unreasonably denied.
- (b) The exchange is between two (2) nurses regularly scheduled to work on the unit. It is understood that a nurse may request to change a 12 hour tour with a nurse working an 8 hour tour or vice versa. Where as a result of such exchange(s), a full-time nurse works regularly less than seventy-five (75) hours per pay period, the Hospital reserves the right to refuse such nurse's request to exchange shifts of work.

- (c) No overtime is payable as a consequence of such an exchange.
- (d) A request for days off in the posted time schedule must be submitted in writing, by the nurse, to the Clinical Manager or delegate five (5) days in advance. A response will be provided within seventy-two (72) hours of the receipt of the request.

D.12 For Full-time Only

The schedule in effect for all nurses working 7.5 hour tours shall have the following conditions:

- (a) Following a period of seven (7) days of work schedule, there will be a minimum of two (2) days off at a time.
- (b) Where there are fewer than seven (7) consecutive days of work scheduled, the days off may be split (less than two (2) consecutive days off).
  - i) The schedule shall provide seventy-five (75) hours of work for a two (2) week pay period.

D.13 Nurses working a 7.5 shift shall not be required to change tours of duty more than once every seven (7) days unless mutually agreed upon by both the nurse and the Clinical Manager.

D.14 Tours of Less than 7.5 Hours

- (a) The Hospital may schedule tours of less than 7.5 hours where deemed necessary to maintain appropriate levels of service
- (b) Where a nurse is scheduled to work less than the normal tour (7.5 hours), Article D in its entirety applies except as amended by the following:
  - i) the Hospital will endeavour to keep the number of tours comprised of less than 7.5 hours to a minimum;
  - ii) no nurse will be scheduled solely on tours which are comprised of less than 7.5 hours in any pay period, except where such arrangements are requested by the nurse or represent the hours of work for a position which has been posted;
  - iii) within four (4) hours, a nurse will be entitled to a paid relief period of fifteen (15) minutes.
- (c) The Employer will pre-schedule the same nurse for full tours. In the event the nurse cannot work the entire pre-scheduled tour, the Hospital reserves the right to split the tour to ensure proper coverage.

**ARTICLE E – FLEXIBLE HOURS**

E.1 A flexible arrangement for the hours of work will apply by mutual consent between the Hospital and the Union so that the regular hours for the nurses

working flexible hours will not exceed seventy-five (75) hours per pay period. This article does not apply if the staff are on a pre-determined rotation scheduled as per Article D.

## **ARTICLE F – VOTING PROCEDURE**

- F.1 Where 70% of the affected nurses indicate their willingness to institute a flexible or innovative scheduling agreement in a unit including but not limited to three shifts rotations, self-scheduling, 2D/2N scheduling, extended tours, the following voting procedure must be adhered to:
- (a) Individual full-time and/or regular part-time nurses whose schedule will be affected by the proposed schedule on that unit are eligible to vote.
  - (b) The printed list of all nurses eligible to vote will be drawn up.
  - (c) A member of the Association executive will attend meetings to discuss the innovative or flexible scheduling.
  - (d) The parties will have the opportunity to view the proposed schedules before voting.
  - (e) The secret ballot vote will be supervised by the Clinical Manager/delegate and a member of the local Association executive on a voting day selected by the Clinical Manager/delegate and the Association representative. An advance polling day may be agreed upon if necessary.
  - (f) The voting times will be designated to permit as many staff as possible to vote. The times will be agreed to between the Hospital and the Association. Telephone voting will be permitted for nurses who are off duty. The Local and the Hospital will determine the process.
  - (g) The nurse will initial her name on the voters list prior to casting her ballot which will be initialled by both the Clinical Manager/delegate and the Association representative.
  - (h) The ballot box will be sealed between the time of the advance voting date to the completion of the actual voting day.
  - (i) The ballots will be counted by the Clinical Manager/delegate and the Association representative on the day of the vote who will then post the results.
  - (j) After a successful vote all ONA members on the unit who do not wish to work the proposed schedule must indicate this in writing to the Clinical Manager/delegate who will attempt to accommodate them, in accordance with article 13.03.
  - (k) If the vote is not successful, the Union may still approach the Employer and request that they institute a combination of 2D/2N, extended tours and normal daily tours of 7.5 hours.

- (l) If the vote is unsuccessful, then the unit will maintain the schedule in effect prior to the vote. The unit will not be allowed to introduce and vote on any other schedule for at least six months after the last vote.
- (m) Where the vote results are not disputed, ballots are to be destroyed.
- (n) Any request for discontinuation shall follow the same voting procedure.

## **ARTICLE G – EXTENDED TOURS**

### **G.1 Extended Tours**

This Agreement concerning extended hour tours is subject to continuing approval from the Director of the Employment Standards Branch.

G.2 If there are already staff on permanent eight (8) hour shifts and they wish to retain the eight (8) hour shift they will be assigned on the basis of seniority provided the rotation permits it.

### **G.3 Scheduling Regulations**

The following regulation shall govern the scheduling of work for nurses working extended tours:

- (a) Employees will not be required to work more than four (4) consecutive shifts.
- (b) All other scheduling regulations which apply to nurses working the regular daily tour as provided in Article D.11 (exchange of tours), D.6 (split tours); Article L.
- (c) In the case of extended tours of twelve (12) hours duration and in keeping with Article 13 of the Central Collective Agreement, the parties agree that the paid hours of work shall be 11.25 hours.
- (d) Overtime on extended tours of 12 hours' duration will be paid for time worked above and beyond 11.25 hours, as per Article 13 and any applicable superior benefits.
- (e) Nurses who work extended tours shall be scheduled off every second weekend. In the event of failure to give every second weekend or 2 in 4 off, overtime premium shall be paid as specified in Superior Conditions, except:
  - i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
  - ii) such nurse has requested weekend work; or
  - iii) such weekend is worked as the result of an exchange of shifts with another nurse.

- (f) Normally at least two (2) consecutive days off shall be scheduled off between extended tours.
- (g) On the extended hours, there will be relief periods for a total of 1.5 hours (consisting of forty-five (45) minutes paid and forty-five (45) minutes unpaid). The meal and relief periods shall be scheduled so that a paid fifteen (15) minute relief break may be scheduled in conjunction with an unpaid meal break.
- (h) There shall be at least a period of two (2) consecutive tours off between a change of tour and at least forty-eight (48) hours off duty following tours of night duty.

#### G.4 Ten (10) Hour Tours

The terms and conditions of extended tours (article G.3) apply save and except:

- (a) For nurses working ten (10) hour tours, the parties agree that the paid hours of work shall be 9.375.
- (b) On these ten (10) hour extended tours, there will be relief periods for a total of 75 minutes ( consisting of thirty-seven and one-half (37 1/2) minutes paid and thirty-seven and one-half (37 1/2) minutes unpaid).
- (c) Overtime on extended tours of 10 hours duration will be paid for overtime worked above and beyond 9.375 hours, as per Article 14 and any applicable superior benefit.

### **ARTICLE H – 2 DAY/ 2 NIGHT SCHEDULING**

H.1 The following regulations shall govern the scheduling of work for nurses working a 2 D/2N schedule.

The scheduling provisions will be as follows:

- (a) Nurses will not be required to work more than four (4) days in a row. If a nurse works a fifth (5) day she/he will receive pay at time and one half for the first four hours and double time for the remaining hours.
- (b) Nurses will not be scheduled to work more than three consecutive weekends. If a nurse works a fourth weekend or a portion of a weekend will be paid as per the provisions of Article 14 and local provisions on overtime.
- (c) Nurses will be granted either Christmas or New Years off on a rotating basis as per Article L.
- (d) Statutory Holidays will be incorporated into the rotation.
- (e) All other scheduling provisions contained in Article D & L shall be honored:
  - i) posting of schedules

- ii) a request for change in posted schedules
  - iii) time off at Christmas and New Years
  - iv) waiving of scheduling provisions during Christmas and New Years
  - v) definition of a weekend
  - vi) part-time availability and additional shifts
  - vii) cancelling of shifts
- (f) Where a vacancy occurs in a 2D/2N schedule the position will be offered to other nurses on the unit by seniority who have identified that they wish to work 2D/2N schedule. Failing this the position will be posted as per 10.06 of the Central Agreement.

### **ARTICLE I – SELF SCHEDULING**

- I.1
- (a) Full-time and Part-time nurses may make a written request to the Clinical Manager/delegate with a copy to the Local Coordinator/ Bargaining Unit President to enter into self-scheduling. The introduction of self-scheduling will be subject to the voting procedure set out in Article F.
  - (b) A member of the Local executive will attend meetings with staff nurses to discuss self-scheduling.
  - (c) The collective agreement shall apply in all respects. Violations of the collective agreement will not be permitted. It is understood that no posted rotation will be approved that contravenes the scheduling objectives set out in the collective agreement.
  - (d) The following procedure must be adhered to:
    - i) The Clinical Manager and the affected nurses will develop the unit's self-scheduling guidelines. A copy will be provided to the Local Coordinator/Bargaining Unit President.
    - ii) Where nurses were assigned to permanent shifts prior to the introduction of self-scheduling guidelines, such assignment may be preserved with the mutual agreement of the Clinical Manager and the nurses regularly assigned to the unit. Such agreement, if any, will be included in the self-scheduling guidelines.
    - iii) Employees participating in self-scheduling will be responsible for scheduling their hours of work, holidays, lieu days, etc. in accordance with the unit's self-scheduling guidelines and the collective agreement.
    - iv) The Clinical Manager will review the schedules to ensure that the adequate staffing pattern will be maintained. Problems will be referred to the liaison team for resolution subject to final approval by the Clinical Manager.

### **ARTICLE J – VACATION SCHEDULING**

- J.1 The vacation year will be April 1<sup>st</sup> to March 31<sup>st</sup>.

- J.2 The Clinical Manager will determine the aggregate number of vacation hours for the upcoming vacation year by January 15<sup>th</sup> and the total number of persons that may be on vacation over any given period during the vacation year. Granting of vacation will be subject to the operational requirements of the Hospital.
- J.3 Nurses will submit their vacation request in advance, and Clinical Managers will advise the nurses of the granting of such requests in accordance with the following time table:
- |                     |                    |                       |
|---------------------|--------------------|-----------------------|
| Dec. 15 to Mar. 31  | request by Oct. 1  | Authorized by Nov. 1  |
| April 1 to June 14  | request by Jan. 15 | Authorized by Feb. 15 |
| June 15 to Sept. 15 | request by March 1 | Authorized by Apr. 15 |
| Sept. 16 to Dec. 14 | request by June 15 | Authorized by Aug. 1  |
- J.4 The last updated unit seniority list will be utilized for approval of vacation requests during the period. Seniority shall be separate for full-time and part-time.
- J.5 A week for vacation purpose is defined as Monday to the following Sunday.
- J.6 The combined total number of weeks off on vacation that a nurse can utilize during July and August is no less than one week and no more than three weeks. Requests for single days off will be considered after vacation weeks have been assigned.
- J.7
- a) In the event of reduction of service temporary closures the affected staff will be granted vacation and/or other accumulated time off with pay and may not be subject to the above.
  - b) It is understood that during a reduction of service, nurses who have not utilized their entire vacation entitlement shall be encouraged to schedule their outstanding vacation during this time.
- J.8 The maximum amount of vacation time that a nurse may request to carry over into the next vacation year is forty-five (45) hours.
- J.9 Where the Hospital determines that it can grant additional vacation time off in any vacation period such additional vacation shall be granted in order of seniority among the nurses who have submitted their requests in keeping with the deadline dates.
- J.10 Vacation requests submitted other than the deadline dates will be granted on a first come first served basis.
- J.11 For the Christmas scheduling period scheduling regulations governing Christmas time off will take precedence over vacation requests. Any vacation time requested during Christmas period will be authorized only after Christmas and New Years time off has been granted.
- J.12 Nurses who have not utilized their entire vacation entitlement must schedule their outstanding vacation within the available time in consultation with the Clinical Manager.

J.13 Each approved request will be honored by the Clinical Manager and the nurse subject to 16.05 Central Collective Agreement.

J.14 A nurse who elects to transfer to another area will not be entitled to use her seniority to displace nurses whose vacation has already been approved.

**ARTICLE K – PAID HOLIDAYS**

K.1 The Employer agrees to recognize the following Paid Holidays:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day (July 1 <sup>st</sup> )*	Boxing Day

\* It is understood that in cases where a date other than July 1<sup>st</sup> is observed as the Canada Day holiday under the federal *Holidays Act*, the Parties have agreed to maintain July 1<sup>st</sup> as the statutory holiday, and it is on this date that the premium rate would apply.

K.2 Full-time Only

The lieu day for a paid holiday may be taken within sixty (60) days on either side of the paid holiday at a mutually agreeable time.

K.3 Full-time Only

The request for the lieu day must be submitted in writing by the nurse at least two (2) weeks in advance of the posting of the schedule.

However, the Hospital recognizes that situations may arise where a nurse has need to use such leave with less than two (2) weeks notice. In these circumstances a response to a request shall be within seventy-two (72) hours of the request.

K.4 Nurses hired by the former Civic Hospital and currently employed at the Civic Campus

Notwithstanding the foregoing, all Regular Part-time nurses hired by the former Civic Hospital prior to March 31<sup>st</sup>, 1991 will receive holiday pay as per the Employment Standards Act. If such nurse hired prior to March 31, 1991 transfers to Regular part-time status after March 31<sup>st</sup>, 1991, she/he shall be paid for holidays worked. Applies to Civic campus nurses only.

K.5 A casual part-time nurse who works on any of the holidays listed above shall be paid time and one-half (1 ½) for all hours worked.

**ARTICLE L – CHRISTMAS AND NEW YEARS SCHEDULING**

L.1 Scheduling regulations, as defined in the Collective Agreement, may be waived by the Employer when preparing the posted schedule for the four (4) week period during Christmas and New Year's. Once the schedule has been posted, any additional weekend shifts shall be subject to premium payment in accordance with D.2 and G.3. For greater clarity, this shall not apply to any changes to the schedule as a result of shift swaps.

The time frame covered by the four (4) week period referred to above will be determined by the Hospital-Association Committee and decided by September 1 of each year. In the absence of an agreement in this regard the Hospital shall decide its course of action subject to the Association's right to grieve.-

The Employer will endeavour to post the Christmas and New Year's schedule by November 1<sup>st</sup>, but no later than November 15<sup>th</sup>.

Note: The Employer will endeavour to keep the scheduling regulation disruption to a minimum.

L.2 Full-time and Part-time

(a) The Hospital will schedule a minimum of five (5) consecutive days off at either Christmas or New Year's. It is understood that individual nurses may waive this provision in writing.

It is understood and agreed that additional lieu days may only be utilized by mutual agreement of the Hospital and the nurse in order to provide additional days off.

(b) Nurses will be granted these holiday periods on an alternating basis from year to year in their work unit. However it is recognized that the Hospital may utilize its right to adjust the staffing according to patient requirements.

L.3 Subject to patient care requirements, where the Hospital determines that additional time off can be granted on a particular shift during the Christmas and New Year's period, the most senior nurse on that unit on that shift shall be given the first opportunity to take that shift off.

Time off at Christmas shall include Christmas Eve, Christmas Day and Boxing Day; time off at New Year's shall include New Year's Eve and New Year's Day.

L.4 These provisions shall not apply to any area where nurses normally work Monday to Friday and are not normally scheduled to work on paid holiday.

(a) Christmas time off shall be between the start of the day shift on December 24<sup>th</sup> and the start of the day shift on December 27<sup>th</sup>. Nurses may be scheduled to work in accordance with the above.

(b) New Year's time off shall be between the start of the day shift on December 31<sup>st</sup> and the start of the day shift of January 2<sup>nd</sup>. Nurses may be scheduled to work in accordance with the above.

- (c) It is also understood that nurses working in the areas normally closed shall commence their Christmas time off no later than 5 p.m. on December 24<sup>th</sup> and New Year's time no later than 5 p.m. on December 31<sup>st</sup>.

### **ARTICLE M – STANDBY**

- M.1
  - (a) The Hospital will notify the Local Coordinator/President or designate before initiating standby assignments on any unit. Employees scheduled for standby shall be provided with pagers, or cell phones at the hospital's discretion.
  - (b) The Hospital will distribute standby duties as equitably as possible amongst the full-time and part-time staff qualified to participate in the unit's standby duties. The standby assignment will be posted at the same time as the posted schedule.
  - (c) Nurses shall be permitted to exchange standby assignments or find suitable replacement from nurses within the same unit who are qualified to assume standby duties. These changes will be submitted to the Clinical Manager/delegate in writing and will be co-signed by involved nurses.
  - (d) When a nurse on standby assignment is required to return to the Hospital between 1900 and 0700 hours and
    - (i) works a minimum of four hours; and
    - (ii) works to 03:30 hours or beyond, and
    - (iii) is scheduled for the next day shiftthe nurse will be permitted leave with pay for that part of the next day shift to allow an eight (8) hour rest period between the end of the call in assignment and the commencement of work on the regularly scheduled shift.
  - (e) When nurses are expected to respond to patient calls from home, they will receive premium pay at the rate of time and one-half for the duration of the calls managed. The nurse will maintain a log of all calls and submit this log to the Clinical Manager/delegate for payment.
  - (f) A nurse shall not be scheduled for standby duties on approved vacations, or regularly scheduled weekend off.
  - (g) Notwithstanding (f) above in areas where nurses are regularly scheduled to work Monday to Friday, standby duties will be equitably assigned to those who are qualified to assume standby duties. The scheduled standby assignment may be on a regularly scheduled weekend off.
  - (h) The combined hours of call in resulting from standby and the regularly schedule shift shall not be greater than (11.25) hours or (7.5) hours without the shift be deemed completed.

**ARTICLE N – ASSIGNMENT OF OVERTIME**

- N.1 It is understood that overtime is on a voluntary basis only. All efforts will be deployed in order to avoid overtime. In the event that overtime is required it shall be dealt with as follows:
- (a) Overtime shifts are considered additional shifts and will be offered in accordance to the following:
    - i) Overtime Shifts with more than 24 hours notice - Regular part-time nurses including regular part-time nurses who are job sharing equitably by seniority and who have declared their availability to work overtime shifts. If none are available then offer to available casual nurses, and then to available full-time nurses equitably by seniority.
    - ii) Overtime Shifts with less than 24 hours notice - Regular part-time nurses including regular part-time nurses who are job sharing and who have declared their availability to work overtime shifts. If none are available then offer to available casual nurses, and then to available full-time nurses.

RN's already scheduled for a shift, on vacation, stats, LOA, union leave, etc, on the day in question need not be considered available for overtime shifts in compliance with the above 2 paragraphs.
  - (b) Extension of shifts are not additional shifts.
  - (c) Nurses who are in temporary full-time assignments shall be considered full-time for the assignment of overtime.
- N.2
- (a) Overtime premium is time and one half (1 ½) for the first four hours and double time thereafter in the pay period.
  - (b) For the purpose of qualifying for the double time rate, actual hours worked shall be considered in the event of a call back of less than four (4) consecutive hours.
- N.3
- (a) Lieu time off for overtime shall be scheduled at a mutually agreeable time. Earned overtime may be, at the discretion of the nurse:
    - i) Banked to a maximum of sixty (60) hours in the course of a fiscal year unless agreed to by the Clinical Manager/delegate with any remaining bank to be paid out at the end of the fiscal year if not taken as lieu time; or
    - ii) Paid out at the appropriate rate; or
    - iii) Taken in time off at the appropriate amount of time owing; or
    - iv) Subject to applicable legislation and the employee providing required documents the employer will cooperate to have the monies accumulated transferred to a nurse's RRSP. The nurse is

required to have the appropriate documents completed and returned to the Payroll Department no later than March 1<sup>st</sup>.

- (b) If nurses do not indicate any of the above by the end of the fiscal year this overtime will be paid out to the nurse.

#### **ARTICLE O – SHIFT CANCELLATION**

- O.1 In the event of shift cancellation such cancellation shall be in the following order on the unit:
  - (a) Agency Staff
  - (b) Nurses on overtime by reverse order of seniority
  - (c) Casual nurses by reverse order of seniority
  - (d) Regular part-time nurses (including Job Sharers) by reverse order of seniority.

#### **ARTICLE P – REASSIGNMENT OF NURSES**

- P.1 The parties agree that in the event a nurse is required to float from her unit to another unit for a period of one shift, or any hours of a shift greater than four (4) hours the following order will apply;
  - (a) Volunteers
  - (b) Agency Nurses
  - (c) Staff nurses, based on qualifications selected in reverse order of seniority on an equitable basis over a pay period from an integrated list of nurses who are working on that shift.
- P.2 Probationary nurses will not be required to float to other units.
- P.3 The decision to reassign a nurse rests with the clinical manager or her delegate.

#### **ARTICLE Q – REGULAR PART-TIME NURSES / COMMITMENT**

- Q.1 Part-Time nurses:
  - i) are available for 52 weeks per year minus his/her vacation entitlement; and
  - ii) works at least two (2) different shifts 8 hours (either D-E or D-N) per week and works extended tours D/N if required unless assigned to or posted to a permanent shift; and
  - iii) are available to work every second weekend or 2 weekends in 4; and
  - iv) are available to work either Christmas period or New Year's period; and

- v) are available for 50% of paid holidays which includes Christmas and New Years; and
- vi) submits additional availability in writing including number of shifts prepared to work in a pay period.

(a) Regular Part-Time Scheduling / Commitment #1 will be as follows:

A Part-time #1 nurse is a nurse who:

- i) is pre-scheduled a minimum 4 X 7.5 hour shifts or 4 X 11.25 for a minimum of thirty (30) hours per pay period and
- ii) day shift shall be divided as equitably as possible.

(b) Regular Part-Time Scheduling / Commitment #2 will be as follows:

A Part-time #2 nurse is a nurse who:

- i) is pre-scheduled a minimum of 3 shifts per six week rotation; and
- ii) in addition, is available to work either Christmas period or New Year's period; and
- iii) is available to be pre-scheduled a minimum of ninety (90)-hours between June 15 and September 15, which includes the three (3) shifts per six (6) week rotation; and
- iv) submits additional availability in writing including number of shifts prepared to work in a pay period

Note: It is agreed and understood that Part-time Scheduling/Commitment #2 positions will be posted in accordance with Article 10.07 of the Central Collective Agreement.

Q.2

- (a)
  - i) After the schedule is posted all shifts shall be considered additional and shall be offered to all regular part-time nurses assigned to the unit up to their commitment before being offered to casual nurses.
  - ii) The part-time nurses will be offered the additional shifts prior to offering the shifts to full-time nurses.
  - iii) Regular part-time nurses and job share nurses who wish to be considered for additional shifts beyond their commitment shall so indicate to their Clinical Manager in writing.
  - iv) The Hospital shall assign such additional shifts equitably by seniority.
  - v) It is recognized the Hospital shall not be required to assign any hours which may result in overtime premium pay.

- Q.3 If a part-time nurse works any of the paid holidays listed in Article L.1 she shall be paid at the rate of time and half for all hours worked.
- Q.4 Part-time nurses assigned to a specific unit shall be considered part of that unit for the scheduling of statutory holidays and vacation.
- Q.5 Part-time nurses may make themselves available to work in more than one program, if their services are required and they have the required skills and abilities.

## **ARTICLE R – JOB SHARING**

- R.1 (a) Job sharing is the sharing of a full-time position as per the Collective Agreement. It shall be initiated at the request of a full-time nurse and shall be in compliance with Article 20 of the Central Collective Agreement. Each request will be discussed between the Association and the Employer.
- (b) Any job sharing positions shall form part of signed agreement between the Employer, the Association and the job sharing partners. This Agreement shall include:
- i) name of the incumbent to the full-time position and the name of the job sharing partner;
  - ii) the unit affected and the commencement date of the job sharing position.
- R.2 Implementation
- (a) Any incumbent full-time nurse wishing to share her position may requests to do so without having her half of the position posted. The other half of the job sharing position will be posted and selection will be made as per Article 10 of the Central Collective Agreement.
- (b) The successful applicant and the incumbent will be regular part-time.
- R.3 These job sharing positions shall commence based on the seniority of the full-time incumbent and filling of the subsequent half position in accordance with Article 10.
- In situations where there is more than one job sharing request, the senior incumbent will commence her/his position first.
- R.4 The employees involved in a job sharing position are entitled to all the terms of the part-time provisions of the central and local collective agreements except those which are modified as follows.
- R.5 Coverage
- Total hours worked by the job sharers shall equal one (1) full-time position.
- R.6 (a) The job sharer will be responsible for covering her or his job sharing

partner's pre-determined absences.

- (b) The job sharer will endeavour to cover unplanned absences and will notify as soon as possible the Clinical Manager or delegate if unable to do so.

R.7 The division of these hours shall be not less than 50% of the shifts, and distribution shall be determined between the partners and the Clinical Manager of the unit.

R.8 Once the schedules are posted requests for changes in the posted schedule will be according to Article D.

R.9 The job sharers involved will have the right to determine which partner works on the scheduled paid holidays. Job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work and they shall be divided equally.

R.10 The Employer will cover four (4) weeks vacation of the job sharing position.

R.11 The job sharers will submit a request according to the vacation guidelines. Such requests will be granted according to the requirements of the unit, seniority of those requesting vacation, and the availability of part-time and casual staff.

R.12 The position will be granted the same number of consecutive days off at Christmas and New Year's. The partners will alternate on a yearly basis unless mutually agreed otherwise.

R.13 Vacation, Maternity Leave and other leaves pursuant to Article 11 of the Central Agreement

In the event that one member of the job sharing arrangement goes on any of the above leaves exceeding thirty (30) days, the remaining partner has the option of covering all of the absent partner's tours for the duration of the absence.

R.14 (a) Either the Hospital or the Association may discontinue the job sharing arrangement with ninety (90) days written notice. Upon receipt of such notice a meeting shall be held between the Employer and the Association within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

(b) If it is decided to discontinue the Job Sharing arrangement, the original incumbent nurse working the arrangement (or the incumbent nurse as defined in R. 14 (c)) will have the option of reverting to his/her full-time position. If he/she refuses then he/she will retain a regular part-time status and will accept a vacant position in the unit. In the absence of such vacancy, he/she will displace the least senior nurse on the unit, who will accept the first available vacancy for which she qualifies.

(c) For the purpose of this article, the incumbent nurse is defined as the nurse who originally held the full-time position subject to the discontinuation or where both job sharers held full-time status, the job sharer with the greatest seniority.

- (d) If one of the job sharers leaves the arrangement, the remaining vacancy will be posted.
- (e) If there is no successful applicant, the job sharing arrangement will be discontinued, and a full time position will be posted.

### **ARTICLE S – SICK LEAVE**

S.1 Upon request, but not more than once annually, the Hospital agrees to provide a nurse who has a sick leave bank with a record in writing of the amount of banked sick leave to her/his credit.

S.2 A nurse will endeavour to inform the Employer of her illness at least four (4) hours before the regular starting time if working the evening or night tour of duty and two (2) hours if working the day tour.

Notwithstanding the above, to be entitled to utilize the short term protection, a nurse must inform the Employer of her illness at least two (2) hours before the regular starting time if working the evening or night tour of duty and one (1) hour if working the day tour, and upon her return to work she must report to the Employee's Health Service. The Employer reserves the right to require satisfactory proof of illness from the nurse's consulting doctor.

S.3 A nurse upon retirement or termination shall be granted payment for accumulated sick leave as follows:

- (a) Upon completion of five (5) but less than ten (10) years service, a nurse upon the termination of her/his employment shall be paid 50% of the unused portion of her/his sick leave credits cumulative to a maximum of sixty (60) days.
- (b) Upon the completion of ten (10) but less than fifteen (15) years service, a nurse upon the termination of her/his employment shall be paid 50% of the unused portion of her/his sick leave credits cumulative to a maximum of one hundred and twenty (120) days.
- (c) Upon the completion of fifteen (15) years service, a nurse upon the termination of her/his employment shall be paid 50% of the unused portion of her/his sick leave credits cumulative to a maximum of one hundred and eighty (180) days.

### **ARTICLE T – PREPAID LEAVE OF ABSENCE**

T.1 Pursuant to Article 11, the maximum number of full-time nurses that may be absent from the Hospital at any one time on prepaid leave of absence is fifteen (15). There shall not be any more than one (1) nurse from any one (1) unit on prepaid leave at the same time. Any other nurse on the unit who is interested shall be given consideration.

T.2 Pursuant to Article 11, the maximum number of part-time nurses that may be absent from the Hospital at any one time on prepaid leave of absence is seven

(7). There shall not be any more than one (1) nurse from any one (1) unit on prepaid leave at the same time. Any other nurse on that unit who is interested shall be given consideration.

**ARTICLE U – EDUCATION LEAVE**

U.1 Education Leave in conjunction with the Administrative Policy and Procedures Manual regarding nursing Recruitment and Retention the Employer will provide on site nursing educational programs.

Financial assistance will be developed to assist nurses in the continuation of education.

U.2 Educational Bonuses

The Hospital will pay the following monthly increments provided:

- (a) Proof of standing must be submitted by the nurse to the Hospital.
- (b) There shall be no pyramiding of certificates or degrees.
- (c) Payment of the increment shall begin at the start of the first pay period following filing with the Hospital of the required proof of standing, except that a newly hired nurse who is qualified for an educational increment on her date of hire shall be paid from that date.
- (d) The allowance shall be added to the nurse’s basic monthly salary.
- (e) The allowance is conditional to the applicability of the educational program/certificate to the nurse’s area of assignment, as approved by the Department of Nursing, Professional Practice.

Master’s Degree in Nursing or Education	Permanent F.T. \$120.00/month Permanent P.T. \$60.00/month
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Baccalaureate Degree in Nursing	Permanent F.T. \$80.00/month Permanent P.T. \$40.00/month
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30 credits towards BSCN, or Recognized Certification (C.N.A. or equivalent), short specialty course (4 months or more) from a recognized academic institution	Permanent F.T. \$15.00/month Permanent P.T. \$15.00/month
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**ARTICLE V – PAYDAY AND TERMINAL PAY**

- V.1 Except in circumstances where a nurse has failed to provide updated banking information to the Hospital, in the event of a banking institution malfunction which prevents direct pay deposit, the Hospital shall make every effort to work with the banking institution in order to resolve the issue within two (2) business days. After two business days, the Hospital will pay the nurse by cheque if direct deposit remains unavailable.
- V.2 Any regular earnings omitted on a pay cheque greater than four (4) hours' pay which is not caused by a nurse coding improperly, shall be corrected within two (2) working days from the time the nurse brings the mistake to the attention of the Hospital.
- V.3 A nurse leaving the service of the Hospital shall be paid all money owing to her/him by the Hospital on the next pay to be processed following written notification (i.e. notice to termination or letter of resignation) to Payroll.
- V.4 Hospital property in the possession of the nurses is to be returned to the Hospital prior to the nurses leaving.

**ARTICLE W – WORK RELATED INJURY OR ILLNESS**

- W.1 The Hospital will notify the Local Coordinator/Bargaining Unit President with the names of all nurses who go off work due to a work related injury. The Hospital will provide to the Union on a monthly basis, a list of all ONA members on LTD and WSIB.
- W.2 When it has been medically determined that an employee is unable to return to the full duties of her/his position due to a disability, the Hospital will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the Local Executive or designate to discuss the circumstances surrounding the employee's return to suitable work.
- W.3 The Hospital agrees to provide the employee with a copy of the Worker's Safety and Insurance Board Form 7 at the same time as it is sent to the Board.
- W.4 (a) The Employer and the Union recognize that no form of verbal, physical, sexual, racial or other abuse of employees is acceptable. Any employee who believes the situation to be abusive shall report this on an Employee Incident Form to the immediate supervisor and a copy to Occupational Health and Safety if applicable. The immediate supervisor will make every reasonable effort to rectify the abusive situation and provide a safe working environment.
- (b) The parties agree that if an incident involving an aggressive client action occurs, such action will be recorded and reviewed at the Joint Health and Safety Committee Meetings.
- W.5 A joint Union/Management Committee will meet to review temporary and permanent accommodations. The Committee will meet on a quarterly basis. The Committee will consist of minimum of three (3) Hospital and a minimum of three (3) Union representatives.

W.6 Musculoskeletal Injury Prevention and Control

- i) the hospital in consultation with the Joint Health and Safety Committee shall develop, establish and put into effect, musculoskeletal prevention and control measures, procedures, practices, equipment and training for the health and safety of employees.
- ii) at least once a year the musculoskeletal prevention and control measures, procedures, practices, and training shall be reviewed and revised in the light of current knowledge and practice.
- iii) the review and revision shall be done more frequently than annually if,
  - (a) the hospital, on the advice of the Joint Health and Safety Committee or health and safety representative, if any, determines that such review and revision is necessary; or
  - (b) there is a change in circumstances that may affect the health and safety of an employee.
- iv) the Hospital will provide training on musculoskeletal prevention and control measures, procedures, practices and equipment to all employees during a new employee's orientation and at least annually thereafter.

W. 7 Needlestick and Sharps Injuries

The Hospital, in consultation with the Joint Health and Safety Committee, shall develop, implement and monitor a program for the prevention of needle stick and sharp injuries and the treatment of such injuries should they occur. The program should include and address employee training and education with respect to needle stick and sharps injury prevention, and provide for the maintenance of a needle stick/sharps injuries log to detail incidents. The program shall be evaluated annually by the Hospital in consultation with the Joint Health and Safety Committee.

**ARTICLE X – ASSOCIATION REPRESENTATION**

X.1 Nurse Representative

The Hospital acknowledges the right of the Union to appoint or otherwise select a primary and alternate nurse for each unit at each campus to act as Union Nurse Representative.

X.2 Negotiating Committee

A Negotiating Committee shall be composed of the Local Coordinator/President, and two (2) nurses for each campus, consisting of one (1) full-time and one (1)

part-time for each campus. (The Union shall keep the Hospital informed of the names of the nurses so appointed).

X.3 Grievance Committee

A Grievance Committee of the Union shall be composed of the Local Coordinator/President or designate, and not more than one representative from each site selected by the Union. The Union shall also designate an alternate representative for each site who shall serve in the absence of the primary representative for the site.

The Union shall keep the Hospital notified in writing of the names of the members of the Grievance Committee appointed or selected under this Article as well as the effective date of their respective appointments.

Group Grievance

For group grievances, unless there are exceptional circumstances, no more than two (2) designates of the group shall be appointed by the Union to attend, in addition to the representatives of the grievance committee.

X.4 Association-Hospital Committee

The Joint Association-Hospital Committee will consist of the Local Coordinator/President, the site Vice-Presidents and, at the Association's discretion, up to five (5) elected persons to represent both full-time and part-time nurses throughout the Hospital sites for a total of up to nine (9) persons.

X.5 New Hires

The Hospital shall arrange with the Local Coordinator of the Local Association or designate the scheduling of an introductory meeting with newly hired nurses. The Employer will provide names of all newly hired nurses including their unit of work and date of hire. Such a meeting will be for a period of thirty (30) minutes and will take place during the Nursing Orientation. The Association will provide to the Employer the name of the Association representative, who will attend, twenty-four (24) hours in advance. The Association will be immediately notified of changes to the orientation dates.

The Employer will send a list of orientation dates and person responsible for orientation to the Local Association. The Employer will be immediately notified of changes of the representative(s) and their availability.

X.6 No nurse covered by this Agreement shall be required or permitted to make any written or verbal Agreement with the Employer which may conflict with the terms of this Collective Agreement. The Association will advise the Employer regarding the individuals who have signing Authority to deal with Collective Agreement matters.

X.7 The Hospital will grant leave of absence for Association business provided that, the number of nurses on leave for both full-time and part-time bargaining units not exceed a total of six (6) per site no more than two (2) nurses per unit in addition to the Local Coordinator/President, Vice-Coordinator and Site Vice-Presidents. The Union will give five (5) days' notice for all Union leave

requested. Such a request will not be unreasonably denied and will be dependent on the Hospital's right to maintain the efficiency of its operations.

#### X.8 Association Representation

- (a) Upon application in writing by the Association on behalf of the nurse from the Ottawa Hospital, a leave of absence will be granted to a nurse elected to the office of Local Coordinator/Bargaining Unit President. The nurse will continue to accumulate service and seniority during the period of the leave. The nurse's salary and applicable benefits shall be maintained and paid by the hospital maximum ten (10) days per month for the duration of the leave. A part-time nurse shall have her salary calculated based on the twelve (12) month average preceding the commencement of the leave. The nurse agrees to notify the hospital two (2) weeks in advance of her return to work at the hospital. The hospital agrees to provide adequate orientation and training upon his/her return.
- (b) A nurse elected to the position of Vice-Coordinator of the local shall be granted twenty-two point five (22.5) hours of leave per pay period paid by the Hospital. A Nurse elected to the position of Site VP of the local shall be granted 11.25 hours per pay period paid by the Hospital. For purposes of clarity, one (1) Site VP may be elected for each of the three (3) campuses, namely the Civic campus which includes the Heart Institute, the General campus which includes the Rehabilitation Centre, and the Riverside campus. Leave shall be requested as far in advance as possible. The nurse shall continue to accumulate service and seniority during every paid leave.

#### **ARTICLE Y – MISCELLANEOUS**

- Y.1 There shall be a minimum of seven (7) locked notice boards. Location of such boards will be decided at Hospital-Association meetings.
- Y.2 The Hospital will provide the Association with two seniority lists (full-time and part-time) twice a year that being in April and October. The list shall include the status, seniority, site and unit worked. The list shall also be provided alphabetically. Each list will be posted on each unit.
- In addition to the above the Hospital will provide and post a unit specific seniority list that will include all the above information.
- Y.3 The Hospital will provide the Association on a monthly basis a list of ONA bargaining unit members on a temporary non bargaining unit positions basis. This list shall include name, title, status, unit worked.
- Y.4 The Hospital will provide the Association with a master address list annually and no later than March 31<sup>st</sup>. Additions, deletions or changes to the list shall be provided to the Association monthly thereafter.
- Y.5 The Collective Agreement shall be printed in both English and French. Both the Hospital and the Association share equally the costs of printing and translation of the Collective Agreement. The English copy will be the official document. The

Collective Agreement shall be provided by the Hospital to the Local Executive no later than six (6) weeks after signing.

Each nurse is entitled to be issued a single copy of the Collective Agreement in one of the two official languages of the Hospital.

In the event that a dispute is referred to arbitration under the terms of the Collective Agreement, the party making the referral may elect, at the time of the referral, to have the matter heard in either English or French.

Y.6 The Hospital will provide for a centralized mail pick-up (with key) at each site specifically designated to be for Ontario Nurses' Association business at a mutually agreed place in the Hospital.

Y.7 Both parties agree to develop a consistent uniform policy. In developing such policy nurses will not be financially disadvantaged as a result of a transfer from other sites.

Y.8 All job postings will be posted simultaneously at all sites and will remain posted as per the Central Collective Agreement.

In addition, all job postings will be posted on the Infonet.

It is the intent of the Parties to give consideration in the next Collective Agreement to the sole posting of job vacancies by electronic means (i.e. Infonet, Human Resources Information System, TOH web-site, etc.)

Y.9 Nurses required to use their own cars when working in the community will receive an allowance as per Hospital policy for reimbursement.

Nurses required to use their own cars in the course of their job duty will be reimbursed for the difference of additional insurance coverage required for their cars when used for work purposes, upon presentation of proof of payment to the Hospital.

Y.10 Change of-Name/address

A nurse shall notify the Human Resources Department on the form provided for this purpose of change in name, address.

The Association will receive from Human Resources, within one month of the change, notice regarding change of name and address.

Y.11 Dues Deduction List

The dues deduction list will be provided to the Local Association. This list shall contain the following information: social insurance number, name, status, new employees' status, changes, transfers and terminations.

Y.12 Association Billing

The Hospital agrees to provide the Local Association with a monthly billing by no later than the 15<sup>th</sup> of every month.

Y.13 State of Emergency

Where the employer requires a nurse to work during an officially declared state of emergency, the nurse will be provided with accommodation which will include parking, meals and travel should the nurse be unable to safely commute to and from work.

Y.14 Familiarization Period

In circumstances where the employer indicates that a nurse selected for a posted vacancy or promoted in accordance with article 10.06 (c) does not meet the requirements to satisfactorily perform the duties of her new position during or following completion of the unit's orientation program or subject to any agreed to upon extension by the parties will meet within seven calendar days to identify and implement a satisfactory resolution.

Y.15 Retiree Benefits – Process for Payment

Any bargaining unit nurse who retires and wishes to participate in the benefit plans as outlined in article 17.01 (h) will provide advance payment of the benefits either through post-dated cheques provided on a yearly basis.

It is understood that any transaction would be dated the first of each and every month.

The Employer will notify the Union of the benefit costs to retired nurses in January of each year, and each time the benefit costs are renegotiated by the Employer.

Y. 16 PT Benefit Plan

The Hospital agrees to provide PT # 1 and Job Share nurses with the option of voluntary participation in a part-time benefit plan as follows:

- i) The minimum enrolment requirements of the carrier must be met both initially and on an ongoing basis;
- ii) All of the terms and conditions of the plan, with respect to Dental and EHC, will be applicable to employees who decide to participate, including any requirements that an employee successfully pass a medical examination in order to be eligible for benefits;
- iii) Employees who decide to participate will be responsible for paying the full amount of the premiums for the plan either through post dated cheques provided on a yearly basis or through a pre-authorized withdrawal process (which may include payroll deduction). It is understood that any transaction would be dated the first of each and every month. The Employer will notify the Union of the premium costs to part-time nurses sixty (60) days before the rates go into effect each year.

Signed at Ottawa, Ontario this \_\_\_\_\_ day of August, 2008.

FOR THE EMPLOYER

FOR THE ASSOCIATION

Janet Brintnell  
Pam Bush  
Rhonda Donovan  
Shirley Gay  
Rona Hamilton  
Donna Hill  
Lyse Huneault  
Carolyn Kennelly  
Susan Longbottom  
Tanya Naufal  
Rebecca Officer  
Nancy Tee  
Jo-Ann Watson

Rita Wayne  
Dan Renaud  
Colleen Hanley  
Susan Blair  
Heather McDonald  
Eric Drouin  
Frances Smith

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE OTTAWA HOSPITAL**

**AND**

**THE ONTARIO NURSES ASSOCIATION**

The parties agree that the following shall form part of the collective agreement and agree that it will not be changed or amended until the parties meet again to negotiate a renewal collective agreement.

Parking

The parties have agreed that members of ONA shall be granted availability to Hospital parking spaces on an equal footing with other Hospital employees. The parties agree that the price charged for parking for members of ONA will be on a par with other Hospital employees.

*It is agreed that prorated refunds will be provided to nurses on vacation or other authorized leaves of absence of thirty (30) consecutive calendar days or more, provided that the nurse makes application in writing prior to the leave commencing.*

The parties agree that a joint written submission will be presented to senior management requesting that nurses be given priority for parking assignments.

Signed at Ottawa, Ontario this \_\_\_\_\_ day of August, 2008.

FOR THE EMPLOYER

FOR THE ASSOCIATION

Janet Brintnell  
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Rita Wayne  
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Tanya Naufal  
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Rebecca Officer

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Nancy Tee

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Jo-Ann Watson

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**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**THE OTTAWA HOSPITAL**  
**AND**  
**THE ONTARIO NURSES ASSOCIATION**

Consolidation Of Nursing Areas/Units

For the purpose of consolidation of nursing areas/units the parties agree to take into consideration the following:

- (a) For the purposes of this clause, consolidation is defined as:
  - i) Combining at one (1) campus location, two (2) or more nursing units, (e.g. ICU, continuing care), each currently providing the same service or program at different campus locations.

- OR -

- ii) Combining of two or more nursing units of the same service, (e.g. OR, PACU), under one Clinical Manager and on one schedule for all purposes under the Collective Agreement.
- (b) All consolidations of units will be discussed with the Union prior to its implementation. Notice of such consolidation will be given to the Union as far in advance as possible, but no later than ninety (90) days prior to the effective date.
- (c) At the time of notification, the Hospital will provide the Union with a list of all nurses currently working on each of the units to be consolidated, and the names of those nurses off on sick leave absences of thirty (30) days or more, W.C.B., L.T.D., Maternity or Parental Leave, Education Leave, and leaves of absences from the unit involved in the consolidation.
- (d) At that time of notification, the Union will be given the projected staffing levels of the consolidated unit.
- (e) It is agreed that staff will transfer with the consolidated service subject to the application of subsection (i), i) & ii).
- (f) In the event the same service is offered at more than one (1) campus under one Clinical Manager, the issue of scheduling will be agreed between the parties at that time or will be as per the merged collective agreement whichever occurs first.

- (g) Nurses working a job sharing arrangement will transfer as one position where possible. These arrangements will be identified at the time of notification to the Union under (b) above.
- (h) It is understood and agreed that all L.T.D., Modified Work, and W.C.B. accommodations in effect will be continued subject to the customary review. Nurses off work or working in any of these type of arrangements will be identified to the Union at the time of notification under (b) and (c) above.
- (i) Staff positions in the consolidated area shall be filled by nurses working on the two (2) or more units to be consolidated.
  - i) If additional vacancies still exist, they shall be posted and filled in accordance with the Collective Agreement.
  - ii) If the surplus staff is identified as a result of (a) above, the Hospital will offer early retirement options to eligible nurses on the unit.
  - iii) Where surplus staff still remain after ii) above, the surplus nurses, on a reverse order of seniority basis, may elect to:
    - A) accept layoff;
    - or
    - B) bump in accordance with the provisions of the Collective Agreement.
  - iv) A senior nurse will only be permitted to take a layoff, during any unit consolidation, in order to secure continued employment for a less senior nurse. The senior nurse requesting to take the layoff must commit to the Employer, in writing, their agreement to take a Voluntary Exit Option. No displacement rights will exist for any senior nurse requesting to take a layoff under this option "D".
- (j) Consolidation Orientation
  - i) The parties agree to implement Consolidation Orientation for units identified to be consolidated. The opportunity for full-time and/or regular part-time nurses to Consolidation Orientation will be posted on the unit(s) bulletin board. If there is a problem choosing staff, seniority will apply.
  - ii) It is understood that Consolidation Orientation assignments will normally be on a voluntary basis. Where program delivery changes occur in a unit where the need for Consolidation Orientation has been identified, mandatory Consolidation Orientation will be assigned on the basis of seniority.
  - iii) It is understood and agreed that existing rotations on the unit will not be changed during the period of Consolidation Orientation.

- A) Following the period of Consolidation Orientation, nurses involved will be returned to their former positions and schedules.
- B) It is understood and agreed that the Consolidation Orientation staff will be supernumerary to the required staff of the unit.

Signed at Ottawa, Ontario this \_\_\_\_\_ day of August, 2008.

FOR THE EMPLOYER

FOR THE ASSOCIATION

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