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PART-TIME

COLLECTIVE AGREEMENT

Between

ROYAL OTTAWA HEALTH CARE GROUP
(hereinafter referred to as "the Hospital")

And

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

Expiry - March 31, 1993

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APPENDICES

To The

PART-TIME COLLECTIVE AGREEMENT

Between

ROYAL OTTAWA HEALTH CARE GROUP
(hereinafter referred to as "the Hospitalⁿ)

And

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

Expiry - March 31, 1993

APPENDIX 3
SALARY SCHEDULE
(Dollars per hour)

START	AFTER 1500 HOURS	AFTER 3000 HOURS	AFTER 4500 HOURS	AFTER 6000 HOURS	AFTER 7500 HOURS	AFTER 9000 HOURS	AFTER 10500 HOURS	AFTER 12000 HOURS	AFTER 13500 HOURS
<u>REGI</u>									
<u>Effective April 1, 1991</u>									
16.81	17.71	18.10	18.97	19.74	20.51	21.28	22.05	22.82	23.59
<u>Effective October 1, 1991</u>									
16.81	17.71	18.10	18.97	20.00	20.77	21.54	22.56	23.59	24.62
<u>Effective April 1, 1992</u>									
16.81	17.71	18.46	19.49	20.51	21.54	22.82	24.10	25.38	26.67
<u>GRADUATE NURSE</u>									
<u>Effective April 1, 1991</u>									
15.92	16.79	17.12							
<u>Effective October 1, 1991</u>									
15.92	16.79	17.12							
<u>Effective April 1, 1992</u>									
15.92	16.79	17.46							

The hourly salary rates shall be those calculated in accordance with the following formula:

$$\text{Applicable straight time hourly rate} + 13\%$$

NOTE

Nurses with the required level of service credit for purposes of advancement on the salary schedule shall be placed at the "8 years" level on the salary schedule, effective April 1, 1989.

Nurses with the required level of service credit for purposes of advancement on the salary schedule shall be placed at the "9 years" level on the salary schedule, effective April 1, 1990.

APPENDIX 4

SUPERIOR CONDITIONS AWARDED BY THE CENTRAL ARBITRATION AWARD DATED
OCTOBER 23, 1981

Clause # Central Contract (Part-time)		Applicable Clause From Existing Collective Agreement
2.02	2.03	A graduate nurse, other than a Graduate Psychiatric Nurse, shall complete registration within twenty-four (24) months of employment. Failure to obtain registration within this time may result in dismissal by the Hospital without recourse to grievance procedure. This provision only applies to nurses hired after January 1980. Protection does not continue for nurses hired after that date.
5-Note	8.01	Concurrent with submitting the regular monthly Association dues, the Hospital will provide the Association with names of new nurses including their classification, category and work area, if applicable.
14.10 Note		The monetary benefit paid for ambulance escort duty prior to this agreement that is to be continued is time and one-half (1 1/2) the regular rate of pay for all overtime hours resulting from assignment to ambulance escort duty.
15 Note	21.01	<u>All Part-time Nurses</u> Part-time nurses shall receive holiday pay for all recognized statutory holidays if they work at least twelve (12) days during the four weeks immediately preceding the holiday.
	21.01	<u>Casual Part-time Nurses</u> The following days are recognized as statutory holidays and payment for these days, if worked, shall be at the rate of time and one half.

APPENDIX 5

To The

PART-TIME COLLECTIVE AGREEMENT

Between

ROYAL OTTAWA HEALTH CARE GROUP
(hereinafter referred to as the "Hospital")

And

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

PART-TIME UNIT

- Article A - Recognition
- Article B - Management Rights
- Article C - Association Representation
- Article D - Leave of Absence - Association
Business (Local)
- Article E - Hours of Work - Scheduling
- Article F - Job Sharing
- Article G - Paid Holidays
- Article H - Vacations
- Article I - Pre-Paid Leave
- Article J - General
- Article K - Workers' Compensation and
Reinstatement

ARTICLE A - RECOGNITION

- A.1 By virtue of the Certificate issued by the Ontario Labour Relations Board, dated May 31, 1976, and the accompanying decision with respect to the composition of the Bargaining Unit, the Hospital recognizes the Association as the exclusive bargaining agent of all its Registered and Graduate Nurses engaged in a nursing capacity regularly employed for less than five (5) tours per week save and except Nursing Program Co-ordinator or Head Nurses, persons above the rank of Nursing Program Co-ordinators or Head Nurse, Clinical Co-ordinator, Staff Health Nurse, Inservice Co-ordinator, students employed during the school vacation periods and persons covered by subsisting collective agreements.

ARTICLE B - MANAGEMENT RIGHTS

- B.1 Except as specifically abridged, delegated, granted or modified by this Agreement, all the rights, powers and authority of Management are retained by the Management and remain exclusively and without limitation within the rights of Management.
- B.2 Without limiting the generality of the foregoing, Management's rights include:
- (a) The right to maintain order, discipline and efficiency, and in connection herewith to make, alter and enforce from time to time, reasonable rules and regulations, policies and practices, to be observed by its nurses, and the right to discipline or dismiss nurses for just cause.
 - (b) The direction of the working forces; the right to plan, direct and control the operation of the Hospital; the right to introduce new and improved methods, facilities and equipment; the right to determine the amount of supervision necessary; combining or splitting up departments, work schedules, establishment of standards and quality of care, the determination of the extent to which the Hospital will be operated and the increase or decrease in employment.
 - (c) The right to select, hire, retire, transfer, assign, promote, demote, classify, lay-off, recall and to discipline, suspend or dismiss nurses for just cause.

The right to select nurses for positions not covered by this agreement.

(d) The sole and exclusive jurisdiction over all operations, buildings, machinery and equipment vested in this Hospital.

(e) The right to generally operate the Hospital in a manner consistent with the obligations of the Hospital to the general public in the community served.

B.3 The Hospital agrees that in exercising its rights, as enumerated above, it will do so in a manner not inconsistent with the provisions of this Agreement.

ARTICLE C - ASSOCIATION REPRESENTATION

C.1 There shall be a Negotiating Committee of not more than four (4) Association members from both the full-time and part-time bargaining units.

C.2 The Association may appoint up to four (4) Nurse Representatives to represent the psychiatric and rehabilitation departments.

C.3 Should the nurse representative be transferred to the full-time bargaining unit, she shall continue to be recognized by the Employer as the nurse representative of the part-time nurses for a period of one (1) month for the purpose of completing the processing of any grievance which she may have been handling at the time of her transfer. It is understood that this Section shall not apply should the nurse representative be transferred or promoted to a position not covered by the scope of this agreement or the agreement covering full-time nurses.

C.4 The nurse representative, committee members and Association officers will be responsible for supplying their supervisors with information as to time off as required by the terms of this agreement.

C.5 There shall be an Association Grievance Committee of up to four (4) nurses to represent both the full-time and part-time bargaining units. No more than three (3) members of the Committee at any one time will attend any meeting with the Employer pursuant to Article 7.

C.6 The Hospital-Association Committee shall be composed of four (4) nurses from the local Association bargaining units and up to four Hospital representatives.

- C.7 The Hospital shall arrange with the President of the local Association or her designate for interview time with newly hired nurses.

ARTICLE D - LEAVE OF ABSENCE - ASSOCIATION BUSINESS (LOCAL)

- D.1 Association leave will be granted pursuant to the following provisions:
- (a) Adequate notice of at least two (2) weeks is given to the Hospital. Where less than two (2) weeks notice is given, the leave may be approved at the discretion of the Director of Nursing.
 - (b) That not more than three (3) part-time nurses at any one time be allowed such leave.
 - (c) That the total number of days in any one calendar year for such leave for all nurses not exceed twenty (20).

ARTICLE E - HOURS OF WORK - SCHEDULING

- E.1 Upon employment a part-time nurse is assigned to one of the following categories of employment status as follows:

Regular Part-time: Nurses will be scheduled to work on specified shifts in the Nursing Unit to which they are assigned and in accordance with the units cyclical rotation.

Casual Part-time: Nurses will be requested to work on a non-predetermined basis and will declare on a bi-weekly basis their availability or non-availability for work on specified days of the next two week period.

The nurse who declares available for any tour and later becomes unavailable for work shall notify the Hospital as soon as this change of circumstances becomes known.

- E.2 One or both rest periods may be granted in conjunction with the meal period. Such request shall not be unreasonably denied.
- E.3 (a) The night shift shall be considered the first shift of the day for purposes of scheduling.

- (b) For regular part-time nurses only, schedules shall be posted at least two (2) weeks in advance and shall cover at least a two (2) week period unless mutually agreed to by the nurse and the Hospital.

Requests for change in posted time schedules must be submitted in writing and co-signed by the nurse willing to exchange days off or tour of duty. In any event it is understood that such change of a tour of duty initiated by the nurse and approved by the Hospital shall not result in overtime payment to either of the nurses.

- E.4
 - (a) The Hospital will normally schedule two (2) weekends off in four (4) unless mutually agreed otherwise or in the event of a staffing crisis.
 - (b) A nurse will receive premium pay for all hours worked on a third and subsequent consecutive weekend except where:
 - (1) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse: or
 - (2) such nurse has requested weekend work: or
 - (3) such weekend is worked as the result of an exchange of shifts with another nurse.
 - (c) It is understood that a weekend consists of fifty-six (56) consecutive hours off work during the period following the completion of the Friday day shift until the commencement of the Monday day shift.
- E.5 Every consideration will be given by the Hospital to a part-time nurse who requests to work evening or night tours on a permanent basis.
- E.6 At least sixteen (16) hours time off shall be scheduled when tours of duty are changed and forty-eight (48) hours time off when transferring from night shift to another shift unless as may otherwise be agreed to between the nurse and the Hospital.
- E.7 The Hospital will schedule five (5) consecutive days off at either Christmas or New Year's so that a nurse will have either period off. The Hospital may, at its discretion, waive all other scheduling requirements during this period.

The scheduling of time off at Christmas or New Year's shall be done on a nursing unit basis according to bargaining unit seniority unless mutually agreed otherwise.

E.8 Extended Tours

1. Extended hour tours will be implemented in a unit when at least 75% of the full-time and regular part-time nurses on that unit indicate by secret ballot that they wish extended tours and the Director of the Employment Standards Branch of the Ministry of Labour gives approval. Failure to achieve 75% will require a six (6) month wait before a new vote can be taken.
2. Extended hour tours will be discontinued at any time after six (6) months of the implementation of such tours if at least 51% of the nurses involved indicate in a secret ballot that they no longer wish to work extended tours or where the Hospital reasonably considers the practice to be inefficient and/or ineffective.
3. The following provisions apply to nurses who work extended tours:
 - (a) Nurses who work extended tours shall be scheduled off at least every second weekend.
 - (b) No more than four (4) consecutive extended tours shall be scheduled, unless by mutual agreement.

E.9 Nurses who attend any scheduled committee meetings at the request of nursing management shall have all hours counted as hours worked.

ARTICLE F - JOB SHARING

F.1 If the Hospital agrees to a job sharing arrangement pursuant to Article 19.01 of the Central agreement, the following conditions shall apply unless otherwise agreed to by the parties:

1. Job sharing requests with regard to full-time positions shall be considered on an individual basis.
2. Total hours worked by the job sharers shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) nurses and the Head Nurse of the Unit.

3. The above schedules shall conform with the scheduling provisions of the Full-time Collective Agreement.
4. Each job sharer may exchange shifts with her partner, as well as with other nurses as provided by the Collective Agreement.
5. The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.
6. Coverage

Job sharers shall cover each others absences pursuant to Article 11 and 16 of the Central Full-time and Part-time Agreement for the first 30 calendar days of the absences, except in extenuating circumstances.

Implementation

7. Where the job sharing arrangement arises out of the filling of a vacant full-time position, both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreements.
8. Any incumbent full-time nurse wishing to share her position, may do so without having her half of the position posted. The other half of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreements.
9. If one of the job sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining nurse will have the option of continuing the full-time position or reverting to a casual part-time position. If she does not continue full-time, the position must be posted in accordance with the Collective Agreement.

Discontinuation

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 unreasonable or arbitrary. In the event discontinuance occurs the individual not receiving the full-time position shall be transferred to casual part-time.

ARTICLE G - PAID HOLIDAYS

G.1 The following shall be recognized as paid holidays:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	November 11th
Dominion Day	Christmas Day
Boxing Day	

Effective April 1, 1989, the second Monday in February shall be recognized as a paid holiday.

G.2 A tour that begins or ends during the twenty-four (24) hour period of the above holidays 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 H - VACATION

H.1 The amount of vacation time shall be calculated in accordance with years of service as specified in Article 10.01 and shall be, on the same basis as vacation time for full-time nurses. For the purpose of Article H vacations are deemed to be on the basis of weeks earned. For the purpose of this article, week is defined as Monday to Sunday inclusively.

H.2 A part-time nurse shall submit her written request for absent time for the purpose of vacation on or before April 1 of each year. The Hospital will endeavour to schedule such request on as equitable a basis as possible and having regard to the efficient operation of the Hospital. Where a dispute arises between part-time nurses on the same Nursing unit requesting the same absent times and such requests cannot be accommodated by the Hospital, then part-time seniority shall apply. If a nurse requests vacation later than April 1st, she cannot exercise her seniority rights.

H.3 The vacation year shall be from January 1st, to December 31st. A nurse shall take vacation in the vacation year

in which it is earned but shall be allowed to carry over five (5) vacation days to the next vacation year in accordance with the existing personnel policies.

- H.4 Vacation quotas, set by the Hospital, shall not be unduly restrictive.

ARTICLE I - PRE-PAID LEAVE

- I.1 The number of full-time and part-time nurses that may be absent at any one time on pre-paid leave is five from rehabilitation and ten (10) from psychiatry with no more than one from any particular nursing unit absent at any one time.

ARTICLE J - GENERAL

- J.1 Seniority lists shall be accessible to nurses in Human Resources by January 31.
- J.2 During short term illnesses, except for the first day of an illness when one (1) hour notice is required, a part-time nurse must notify the Nursing Office on a daily basis at least four (4) hours in advance of the commencement of the shift of whether or not she can report for duty so that the Nursing Office can arrange for a replacement if required.
- J.3 Where any provision of this agreement or any practice thereunder is at any time contrary to law, this agreement is not to be deemed to be abrogated but is to be deemed to be amended so as to make the provisions of this agreement conform to the law.
- J.4 All correspondence arising out of or incidental to this Collective Agreement shall pass between the Manager of Staff Relations of the Hospital and the President of the Association unless as otherwise herein specified.
- J.5 The Hospital shall provide bulletin board space for the purpose of posting Association notices. The Hospital reserves the right to remove any offensive notices.
- J.6 Wherever the word "supervisor" is used in this agreement, it shall be considered as meaning the first supervisory level excluded from the Bargaining Unit on duty at the time.
- J.7 The Hospital will designate the nursing station on each unit as a non-smoking area.

- J.8 Any omission of \$100.00 or more from a nurse's paycheque due to an error on the part of the Hospital shall be paid to the nurse within five (5) working days from the time she brings this matter to the attention of the Nursing Administration.
- J.9 Termination synopsis shall be provided, upon request, to nurses prior to their termination providing two weeks notice is given of the termination.

K - WORKERS' COMPENSATION AND BENEFITS

- K.1 The Hospital will notify the President of the Association of the termination of the nurse of all nurses who go off duty due to a work related injury or when a nurse goes on long term leave.
- K.2 Prior to any nurse returning to work on a Modified Work Program, the Hospital will notify and meet with the nurse and the applicable ONA Health and Safety Representative to discuss the circumstances surrounding the employee's return to suitable work.
- K.3 The Hospital agrees to provide the employee with a copy of the Workers' Compensation Board Form 7 at the same time as it is sent to the Board.

Dated at Ottawa, Ont. this 22 day of October, 1992.

FOR THE HOSPITAL

[Signature]
Elaine Viture
[Signature]

FOR THE ASSOCIATION

[Signature]
C. Murdoch

