

5891

SOURCE	ANA
EFF.	93/04/01
TERM.	96/03/31
No. OF EMPLOYEES	173
NO. OF EMPLOYEES	88

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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 L - Car Allowance

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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 - A1 BUSINE (LOCAL)

D.1 Association leave will be granted pursuant to the following provisions:

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- (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.

- E3**
- (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

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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.

E.10 Four Hour Tours

Where four hour shifts are required, Article 14 in its entirety applies except as amended by the following:

- a) The Hospital will endeavour to keep the number of four (4) hour shifts to a minimum;
- b) Nurses working less than **7.5** hour tours shall be granted the appropriate paid rest **period**;
- c) For nurses working tours of duty of less than **7.5** hours, no more than five (5) **shifts** in **a row** shall be scheduled except where such arrangements are **mutually** agreeable.

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:

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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.

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- 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.
- J.10 The Hospital, with the nurse's written consent as to be provided on the incident report, will inform the Association within four (4) days of any nurse who has been assaulted while performing her work. Such information shall be submitted in writing to the Association as soon as possible.

The Hospital will consider request for reimbursement for damage incurred to the nurse's personal property such as ripped uniforms, personal clothing as a result of being assaulted while performing her work. It is understood that reimbursement will only occur if the damage is reported promptly.

ARTICLE K - WORKERS COMPENSATION AND REINSTATEMENT

- K.1 The Hospital will notify the President of the Locals Nurses' Association of the names of all nurses who go off work due to a work related injury or when a nurse goes on to LTD.
- 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.

ARTICLE L - CAR ALLOWANCE

L.1 **Nurses** required to use their own cars when working in the community will receive an allowance as per Hospital policy for reimbursement - currently \$0.25/km.

Nurses who are members of the Emergency Outreach Program required to use their own cars in the course of their job duty will be reimbursed for additional insurance coverage required for their cars when used for work purposes up to a maximum of \$250.00 annually.

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MEMORANDUM OF UNDERSTANDING - Carling Site

Between

Royal Ottawa Health Care Group

- and -

Ontario Nurses' Association

Where all regular part-time nurses have been given the opportunity to work up to their committed tours, extra tours will then be available to regular part-time nurses of that unit. In the case of a conflict, seniority would prevail. Where no regular part-time nurse is willing to perform the available work, an attempt will be made to offer these tours to other regular part-time staff and casuals as a pool on the basis of seniority, who have declared their availability and have the required skills to perform the work and have the knowledge of the area.

1. This does not supersede Article 10.06 (d).
2. Extra tour assignment provisions do not include temporary assignments due to leaves or vacancies.
3. This agreement will remain in effect from the signing date until the expiry date of the collective agreement March 31, 1996.

Dated at Ottawa, Ont. this 19 day of September, 1995.

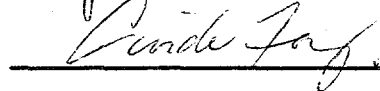
FOR THE HOSPITAL

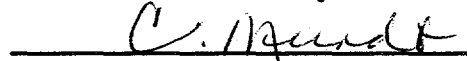


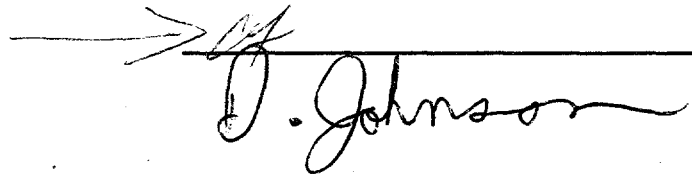


FOR THE ASSOCIATION









MEMORANDUM OF UNDERSTANDING • The Rehabilitation Centre

Between

Royal Ottawa Health Care Group

- and -

Ontario Nurses' Association

Where all regular part-time **nurses** have been given the opportunity to work up to their committed tours, extra tours will then be available to regular part-time **nurses** on the **basis** of seniority and availability. Where no regular part-time nurse is **willing** to perform the available work, an attempt will be made to offer these tours to **casual** part-time nurses on the **basis** of seniority **who** have declared **their** availability and have the required skills to **perform** the work and have the knowledge of the area.

1. This does not supersede Article 10.06 (d).
2. Extra tour assignment provisions do not include temporary assignments due to leaves or vacancies.
3. **This** agreement **will** remain in effect **from** the signing date **until** the expiry date of the collective agreement March 31, 1996.

Dated at Ottawa, Ont. this 19 day of September, 1995.

FOR THE HOSPITAL

[Signature]

Sandra Bertrand RN

FOR THE ASSOCIATION

[Signature]

Michelle Fay

C. Mundt

[Signature]

Do Johnson

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APPENDIX 6

**NOTIFICATION OF IMPROPER WORK ASSIGNMENT
AVIS D'ATTRIBUTION INCORRECTE DE TRAVAIL**

DATE/TIME OF OCCURRENCE _____ DATE TO EMPLOYER _____
 DATE/HEURE DE L'INCIDENT _____ DATE DE NOTIFICATION À L'EMPLOYEUR _____

AGENCY _____ WARD _____ SHIFT _____
 ORGANISME _____ SERVICE _____ ÉQUIPE _____

TYPE OF CARE _____ BED CAPACITY _____ PATIENTS(##) _____
 TYPE DE SOINS _____ Nbre de LITS _____ Nbre de PATIENTS(##) _____

STAFFING _____ USUAL STAFFING _____
 EFFECTIF PRÉSENT _____ EFFECTIF NORMAL _____

I/We, the undersigned, believe that I was/we were given an assignment that was inconsistent with proper patient care for the following reasons. (Brief outline of problem/assignment attached).

Nous, soussignés, croyons que l'on nous a attribué une tâche qui ne permettait pas de fournir les soins voulus aux patients pour les raisons indiquées. (Joindre une brève description de la tâche et du problème.)

To correct this problem, I/we recommend: Pour corriger la situation, nous recommandons:

NAME/TITLE OF IMMEDIATE SUPERVISOR NOTIFIED NOM/TITRE DU SUPERVISEUR IMMÉDIAT QUI A ÉTÉ AVISÉ:

DATE/TIME OF NOTIFICATION DATE/HEURE À LAQUELLE IL A ÉTÉ AVISÉ _____

RESPONSE/ACTION RÉACTION/INTERVENTION _____

Signature of Complainant(s): Signature des plaignant(s):

I/we do not believe this response was adequate to resolve our concerns. I/we therefore request our local president/executive committee refer these concerns to the AAC. Failing resolution of the nurses' concerns, the association may consider these issues under the professional responsibility clause.

Nous croyons que les mesures prises sont insuffisantes pour régler la situation. Nous demandons par conséquent au président de la section locale ou au comité exécutif de porter la question devant le CAO. Si ces démarches n'aboutissent pas, l'association pourrait considérer ces questions sous le régime des dispositions liées à la responsabilité professionnelle.



Ontario Nurses' Association
September 1992

Association des infirmiers et infirmières de l'Ontario
septembre 1992

Employer COPY
Copie de l'employeur

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Dated at Ottawa, Ont. this 19 day of September, 1995.

FOR THE HOSPITAL





FOR THE ASSOCIATION

