

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, 2004

APPENDIX 3 –SALARY SCHEDULE

HOURLY RATES

<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>	<u>7 YEARS</u>	<u>8 YEARS</u>	<u>9 YEARS</u>
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GRADUATE NURSE

<u>April 1, 2001</u> 20.01	20.76	21.85	22.97	24.04	25.35	26.74	28.08	29.72
<u>April 1, 2002</u> 20.61	21.38	22.50	23.66	24.77	26.11	27.54	28.92	30.91
<u>April 1, 2003</u> 21.23	22.02	23.18	24.37	25.51	26.90	28.36	29.78	32.15

REGISTERED NURSE

<u>April 1, 2001</u> 21.12	21.95	23.10	24.25	25.40	26.75	28.26	29.71	31.45
<u>April 1, 2002</u> 21.75	22.61	23.80	24.97	26.16	27.64	29.11	30.60	32.71
<u>April 1, 2003</u> 22.44	23.33	24.56	25.77	27.00	28.52	30.04	31.58	33.75

APPENDIX 3 – SALARY SCHEDULE

HOURLY RATES

START 1 YEAR 2 YEARS 3 YEARS 4 YEARS 5 YEARS 6 YEARS 7 YEARS 8 YEARS 9 YEARS

NURSE CLINICIAN, CLINICAL NURSE EDUCATOR

<u>April 1, 2001</u> 22.23	23.12	24.31	25.53	26.75	28.24	29.74	31.24	33.05
<u>April 1, 2002</u> 22.90	23.81	25.04	26.29	27.55	29.09	30.63	32.18	34.37
<u>April 1, 2003</u> 23.63	24.57	25.84	27.13	28.43	30.02	31.61	33.21	35.46

NURSING PRACTICE COORDINATOR

<u>April 1, 2000</u> 21.30	22.15	23.32	24.46	26.53	27.06	28.53	29.98	31.73
<u>April 1, 2002</u> 21.94	22.81	24.02	25.19	26.40	27.88	29.39	30.88	33.00
<u>April 1, 2003</u> 22.64	23.53	24.79	26.00	27.24	28.77	30.33	31.87	34.05

APPENDIX 3 – SALARY SCHEDULE

HOURLY RATES

<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>	<u>6 YEARS</u>	<u>7 YEARS</u>	<u>8 YEARS</u>	<u>9 YEARS</u>
<u>NURSE PRACTITIONER</u>									
<u>April 1, 2001</u> 22.58	23.47	24.70	25.92	27.16	28.70	30.23	31.77	33.64	
<u>April 1, 2002</u> 23.26	24.17	25.45	26.69	27.97	29.57	31.14	32.72	34.99	
<u>April 1, 2003</u> 24.00	24.94	26.26	27.54	28.87	30.52	32.14	33.77	36.10	

APPENDIX 4

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

Clause#
Central Contract Applicable Clause from Existing Collective Agreement
(Full-Time)

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.

10.04

- Note 12.08 For Nurses on the payroll on October 31, 1981

A nurse who is on Workers' Compensation Board leave from the Hospital shall accumulate seniority for three (3) months of such leave and shall retain but not accumulate seniority for the remainder of the time that she is absent on such leave.

11-Note 1

13.02 (e) Requests for paternity leave shall be considered as a personal leave of absence under Article 11.01.

12.02 20.08 A nurse with five (5) years continuous service who terminates employment with the Hospital, except for reasons of discharge for cause, will be entitled to a payout of sick leave credits of 50% of accumulated sick leave up to a maximum of sixty (60) days.

In the case of the death of a nurse, an allowance is payable to the beneficiary (as indicated on the nurse's application for the Hospitals of Ontario Group Life Insurance) equal to the unused portion of the nurse's accumulated sick leave.

20.09 A nurse who retires at age sixty (60) and over and in accordance with the provisions of the Hospitals of Ontario Pension Plan shall be entitled to receive her accumulated sick leave up to a maximum of seventy-five (75) days at her rate of earnings immediately preceding retirement.

For nurses with twenty (20) years unbroken service the maximum will be one hundred (100) days.

14.11 Note The monetary benefit paid for ambulance escort duty prior to this agreement that is to be continued is time and one-half (1½) the regular rate of pay for all overtime hours resulting from assignment to ambulance escort duty

19.09 16.07 The Hospital will pay Educational Bonuses as per Schedule " A on the following conditions:

- 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 bonus shall commence at the start of the first pay period following successful completion of the probationary period.
- d) The bonus shall be added to the nurse's basic monthly salary.
- e) A nurse who is employed in a position which requires a certificate or degree would receive the applicable educational bonus from the date of employment in such position.

Educational Bonus

* Six months Post-Graduate Nursing Course or Nursing Unit Administration Course or its equivalent
- \$15/month

One Year University Diploma or Certificate Course
- \$40/month

Baccalaureate Degree in Nursing
- \$80/month

** Master's Degree in Nursing
- \$120/month

* The Education Bonus will be made to those employed in a capacity utilizing this course.

** Applicable only to those nurses employed above the Registered Staff Nurse level.

APPENDIX 4

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

Clause #	
Central Contract	Applicable Clause from Existing Collective Agreement
(Part-Time)	

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 ½) the regular rate of pay for all overtime hours resulting from assignment to ambulance escort duty.

15 Note 21.01 All Part-Time Nurses

Part-time nurses shall receive holiday pay for all recognized statutory holidays if they work at least twelve (12) days during the last four weeks immediately preceding the holiday.

21.01 Casual Part-Time Nurses

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

COLLECTIVE AGREEMENT
(Combined Full-time and Part-time)

Between

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

And

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

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
Letter of Understanding – Weekend Workers
Addendum I – Terms & Conditions for Pilot Project with Royal ACT Team
Addendum II – Offer Letter of Casuals

ARTICLE A - RECOGNITION**A.1 Full-time Bargaining Unit**

The Hospital recognizes the Ontario Nurses' Association as the exclusive bargaining agent of all its Registered Nurses in the Regional Municipality of Ottawa-Carleton engaged in a nursing capacity save and except those occupying the positions of Discipline Leader – Nursing, Clinical Nurse Advisor, Nursing Co-ordinator, Service Co-ordinator, Staff Health Nurse, Clinical Nurse Consultant, and Specialized Nurse Practitioner and persons above the rank of Discipline Leader – Nursing, Clinical Nurse Advisor, Nursing Co-ordinator, Service Co-ordinators, Staff Health Nurse, Clinical Nurse Consultant, Specialized Nurse Practitioner and nurses regularly employed for less than five (5) tours per week, students employed during the school vacation periods and persons covered by existing collective agreements.

A.2 Part-time Bargaining Unit

The Hospital recognizes the Ontario Nurses' Association as the exclusive bargaining agent of all its Registered Nurses in the Regional Municipality of Ottawa-Carleton engaged in a nursing capacity regularly employed for less than five (5) tours per week save and except those occupying the positions of Discipline Leader – Nursing, Clinical Nurse Advisor, Nursing Co-ordinator, Service Co-ordinator, Staff Health Nurse, Clinical Nurse Consultant, and Specialized Nurse Practitioner, students employed during the school vacation periods and persons covered by existing collective agreements.

A.3 Changes in Position Titles

The parties agree that if any of the position titles in this Article are changed, the description of the bargaining unit as set out herein will automatically be amended to reflect the new position title. The enumerated exclusions from the bargaining unit reflect a level of responsibility such that it is appropriate that those positions be excluded from the bargaining unit.

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 consistent with quality patient services and with the provisions of this Agreement.

ARTICLE C - TITLE IT

- 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
- (a) The Association may appoint up to six (6) Nurse Representatives to represent the psychiatric and rehabilitation departments. (Full-time)
- (b) The Association may appoint up to four **(4)** Nurse Representatives to represent the psychiatric and rehabilitation departments. (Part-time)
- (c) 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.
- (d) 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.3 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.4 The Hospital-Association Committee shall be composed of four **(4)** nurses from the local Association bargaining units and up to four **(4)** Hospital representatives.
- C.5 The Hospital shall arrange with the President of the local Association or her designate for interview time with newly hired nurses.

- C.6 The Professional Development committee will operate separately at the Royal Ottawa Hospital and Rehabilitation Centre. The Association may appoint two (2) nurses to represent full-time and part-time nurses at each site.

E [- LEAVE OF ABSENCE -ASSOCIATION IESS A]

- 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 a leave may be approved at the discretion of the Administrative Director or delegate.
 - (b)
 - i) That not more than four (4) full-time nurses at any one time be allowed such leave, conditional upon these nurses not being from the same duty area of the Hospital.
 - ii) That not more than three (3) part-time nurses at any one time be allowed such leave.
 - iii) That the total number of days in any one calendar year for such leave for all nurses not exceed ninety-five (95) days except at the discretion of the employer for Local Co-ordinator duties.
- D.2 The Employer will pay the Bargaining Unit President, or designate, at his/her regular straight time hourly rate for time spent in attendance at meeting scheduled, by the Employer where union representation is requested by the Employer, outside his/her regularly scheduled hours.

ARTICLE E - HOURS OF WORK - SCHEDULING (FULL-TIME)

- E.1 One or both rest periods may be granted in conjunction with the meal period. Such request shall not be unreasonably denied.
- E.2 Time off in lieu of authorized overtime shall be scheduled at a mutually agreeable time.
- E.3
 - (a) The night shift shall be considered the first shift of the day for purposes of scheduling.
 - (b) 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 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 Schedules may provide for more than five (5) consecutive tours of work, but no more than seven (7) consecutive tours of work without days off, unless mutually agreed otherwise. The Hospital however, will endeavour to schedule no more than six consecutive tours without days off.

E.8 For the nurse who normally rotates tours, the length of normal working periods on evening or night rotation, shall not exceed fourteen (14) calendar days in duration except in extenuating circumstances.

E.9 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.

Nurses will be alternating Christmas and New Year's each year where operationally feasible at TRC only, effective 2001. Where not operationally feasible scheduling will be done on the basis of seniority.

E.10 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.11 Nurses who attend any scheduled committee meetings at the request of nursing management shall have all hours in attendance counted as hours worked.

ARTICLE E - HOURS OF WORK - SCHEDULING (PART-TIME)

E.12 (a) 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 availability for any tour and later becomes unavailable for work shall notify the Hospital as soon as this change of circumstances becomes known.

- (b)
 - i) Full-time members will be scheduled as prescribed in the collective agreement.
 - ii) Regular part-time members will be scheduled up to their commitment.
 - iii) Any remaining available shifts, prior to posting of the final schedules, will be assigned to available regular part-time members of the work unit for the Carling site and regular part-time members of the Rehab. Site, up to full-time hours, in order of seniority. Shifts shall be assigned under this section based on nurses' declared availability.
 - iv) Once schedules are posted, all remaining available shifts are to be offered by seniority to members who have declared their availability for the dates and times of those shifts, starting with regular part-time before going to casual part-time members. Part-time nurses will declare on a bi-weekly basis their availability to work on specified days for the next two-week period. A part-time nurse who declares herself available for any tour and later

becomes unavailable, prior to being assigned, shall notify the Hospital as soon as this change in circumstances becomes known.

- v) It is understood that there will be no cross site assignments of any shifts referred to in iii) and iv) above.

E.13 One or both rest periods may be granted in conjunction with the meal period. Such request shall not be unreasonably be denied.

E.14 (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.15 A Part-time Nurse can accumulate lieu time for approved overtime worked to the amount equal to their longest regular tour. Such lieu time shall be scheduled within 45 days of accumulation. Where it is not practical to schedule a nurse a day off in lieu he/she shall receive pay thereof.

E.16 (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:

- 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.

- (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.17 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.18 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.19 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.20 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.21 Nurses who attend any scheduled committee meetings at the request of nursing management shall have all hours counted as hours worked.

E.22 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.

E.23 (a) Cancellation of a single or partial shift will be on the basis of seniority of the nurses on the affected unit.

In order to preserve the Hospital's commitment to part-time staff cancellation will be done in the following manner:

1. Casual staff scheduled to work then
2. Part-timers who have picked up additional shifts
3. Regular part-time in reverse order of seniority

(b) Reassignment of a nurse from her or his area of work to meet the patient/operational needs shall be determined on the basis of skills, ability, qualification and experience.

E.24 Full-time nurses may be considered for temporary vacancies.

E.25 Ten Hour Tours – Assertive Community Treatment Team (ACTT)

The ROHCG agrees to engage in a pilot project with the Royal ACTT, Catherine Street, relating to 10 hour tours, January 2003, as per attached addendum.

E.26 Individual Special Circumstance Arrangement

Pursuant to Article 13.05 of the Central agreement the intention of creating a schedule for individual special circumstances is to aid in the retention of staff who wish to temporarily reduce their full-time hours. The following conditions shall apply unless otherwise agreed to by the parties.

- (a) Individual Special Circumstance (ISC) shall be considered on an individual basis.
- (b) The positions will be granted on the approval of the Administrative Director responsible for the program and will be conditional upon filling the vacancy for the additional hours created.
- (c) The Schedule shall be negotiated between the 2 parties to the Collective Agreement.
- (d)
 - i) In the event that the full-time nurse in the Individual Special Circumstance arrangement leaves, the arrangement will be discontinued immediately.
 - ii) In the event that the part-time nurse leaves the arrangement the ISC will be renegotiated.
- (e) The full-time Nurse in an ISC arrangement is not entitled to pick up additional shifts.
- (g) The Individual Circumstance arrangement will be reviewed with the Administrative Director on an annual basis.
- (h) Benefits and Vacation for these positions will be prorated according to the hours worked and will be included in the ISC Agreement between the employees.

E.27 Critical Intervention Allowance

Nurses designated by the Employer to be providers of critical intervention care to outpatients will be entitled to overtime Pay as per Article 14.03 of the Collective Agreement when the Nurse on Standby receives a telephone call from a patient that

requires crisis intervention but does not require the Nurse to physically meet with the patient.

ARTICLE F - JOB SHARING

F. I If the Hospital agrees to a job sharing arrangement pursuant to Article 20.01 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 Service/Nursing Co-ordinator 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. Each new job sharing arrangement will be on a trial basis for a period of three months. Following the initial period, if no major concerns are identified for both the sharer and Management then this position will continue under the job sharing agreement.

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 have the following options:

- (a) Transferring into a vacant part-time position on the unit without the posting process during the first thirty (30) days of the notice period.
- (b) Transferring into a vacant position in the hospital without the posting process during the next sixty (60) days of the notice period.
- (c) Should no part-time position be available during the ninety (90) day notice period the employee will have the option of bumping into a regular part-time position subject to 10.08 (b) 4. of collective agreement or transferring into the casual pool.

Discontinuation

The Union and the Employer may discontinue the job sharing arrangement with ninety (90) days notice. Upon receipt of such notice a meeting will be held between the above parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that the decision to discontinue the job sharing arrangement shall not be unreasonable or arbitrary

The parties agree to meet with the initial job sharer and offer them the possibility to revert back to their initial full-time job. In the event that they choose to remain in the job sharing arrangement, the agreement made in the past shall be null and void and the job sharing arrangement will be covered by the collective agreement.

Should they choose to revert back to full-time, the affected partner shall have the options under F.1 (9.) a), b), c).

ARTICLE G - PAID HOLIDAYS

G.1 The Hospital agrees to recognize the following paid holidays:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Civic Holiday	

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

G.2 (full-time only)

The Hospital will endeavour to schedule time off for recognized holidays as equitably as possible amongst nurses in the same unit, unless mutually agreed otherwise.

G.3 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.

- G.4 (full-time only)
A lieu day shall be scheduled by mutual consent between the Hospital and the nurse within a period of forty (40) days on which the holiday falls or is observed. Where it is not practicable to schedule a nurse she shall receive pay in lieu thereof.

ARTICLE H - VACATION

- H.1 (a) 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.
- (b) 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 nurse shall submit her written request for vacation for the current year on or before April 1st of each year. The Hospital will endeavour to schedule vacations on as equitable a basis as possible and having regard to the efficient operation of the Hospital. The approval of summer vacation at the TRC site shall be May 1st of each year. The approval of summer vacation at the ROH site shall be the end of the 3rd full week of May of each year. The summer vacation pre-booking schedule shall be completed by June 15th at the latest at both sites. Where a dispute arises as between nurses on the same nursing unit requesting the same vacation times and such request cannot be accommodated by the Hospital then seniority shall apply. If a nurse requests vacation later than April 1st, she cannot exercise her seniority rights.
- H.3 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, nurses must notify the Staffing Office on a daily basis at least four (4) hours in advance of the commencement of their shift of whether or not they can report for duty so that the Staffing 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 Smoking shall be permitted in designated smoking areas only. There shall be no smoking permitted in hospital buildings with no designated smoking areas.

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 Management.

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 Violence in the Workplace

1. The Hospital and the Association recognize that any form of verbal, physical, sexual, racial or other abuse of employees is not acceptable. Any employee who is the subject of an abusive situation shall complete an Incident Report and ensure that the report is submitted to Employee Health Services.
2. The Hospital, with the employee's consent, shall notify the Association of any employee who has been the subject of an abusive situation while performing his/her work. The affected employee may choose to have his/her name remain confidential. Such information shall be provided to the Association in writing within seven (7) days.
3. The Hospital will consider requests for reimbursements for damages incurred to an employee's personal property, such as eyeglasses, ripped uniforms and personal clothing, as a result of being the subject of abusive behaviour during the performance of his/her work.

The employee will endeavour to present his/her claim to the Hospital within seven (7) days after the event, unless impossible.

J.11 Notification of Critical Incidents

The President of the Bargaining Unit will be included on the distribution of the Extraordinary Incident Report.

J.12 Notification to Unsuccessful Job Applicants

The parties agree that any unsuccessful candidate, having been interviewed, for an ONA job posting will be notified in writing, within one week of the decision being made and prior to the posting of the name of the successful candidate. The parties further agree that the above notification will be copied to the ONA Bargaining Unit President.

J.13 Voluntary Part-Time Benefits – Process for Payment

The employer agrees to provide regular part-time nurses with the options of voluntary participation in any and all of the group health and welfare benefit programs set out in Article 17. It is understood and agreed that the part-time nurses who participate will assume the full amount of the monthly premiums.

Any regular part-time nurse who wishes to participate will provide payment of the benefits either through post-dated cheques provided on a yearly basis or through a pre-authorized withdrawal process.

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 part-time nurses in advance.

J.14 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 premiums either through post-dated cheques provided on a yearly basis or through a preauthorized withdrawal process.

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 re-negotiated by the Employer.

ART **K - 1** **COMPENSATION AND** **ME**

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 current rates

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.

Dated at **Ottawa, Ontario**, this 3rd day of January, 2003.

FOR THE EMPLOYER

Catherine Thomas

J. P. Poirier

FOR THE UNION

Ray M. ...
Labour Relations Officer

R. ...

Stonard

K. Reale

LETTER OF UNDERSTANDING

BETWEEN

ROYAL OTTAWA HEALTH CARE GROUP

AND

ONTARIO NURSES' ASSOCIATION

"Weekend Workers"

The parties agree to continue negotiation and once finalized it shall form part of the collective agreement.

Signed at **Ottawa, Ontario**, this 3rd day of January, 2003.

FOR **THE EMPLOYER** _____

FOR THE UNION

Catherine Thomas

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J. J. J.

Almond

W. R. R.

LETTER OF UNDERSTANDING

BETWEEN

ROYAL OTTAWA HEALTH CARE GROUP

AND

ONTARIO NURSES' ASSOCIATION

A. Weekend Worker

Introduction

1. When 75% of the employees on a Unit indicate, by secret ballot, their willingness to participate in a master schedule that accommodates the Unit Weekend Worker, the Association and the Employer will meet forthwith to arrange for such a trial.

The secret ballot will be conducted solely by the Association and the Association will post the results.

2. The positions required to accommodate the Unit Weekend Schedule will be posted on the Unit and filled by seniority from amongst the full time nurses on the unit. If the position is from a vacancy it will be filled in accordance with article 10.06 (a). The filling of such positions will not result in the lay-off or loss of hours of work of any full time or regular part time nurse.
3. A trial of the Unit Weekend Schedule will run for a 8 month period agreed upon by the parties. After 6 months of the trial period, a meeting will be held with the unit, Hospital and the Association to evaluate the trial period and to make recommendations to improve the schedules if needed. A further vote will then be conducted on the unit. Where the nurses in the position agree and at least 75% of the nurses on the unit indicate their willingness to continue with the new master, the arrangement will continue.
4. Prior to the end of the 8 month trial period the Hospital and the Union will meet to discuss whether such arrangement will continue or be discontinued.

If the parties decide to continue weekend worker scheduling, a permanent agreement will be negotiated.

Discontinuation

1. Should the parties decide to discontinue weekend worker scheduling the terms of discontinuance will be negotiated.

2. (a) Should the nurses in these positions wish to discontinue the weekend work schedules they have to provide the Union and Employer with written notice of their request. Then #1 shall apply. Should the Employer decide to continue weekend work, such position will be posted in accordance with number 2 above. If there is no applicant the unit weekend work schedule will be discontinued.
- (b) Should the Unit Weekend Schedule be discontinued, the nurse in these positions will revert back to their previous positions and the previous master rotation will be put in place.
3. Either party may discontinue the Unit Weekend Schedules with 90 days notice. Upon receipt of such notice, a meeting will be held between the parties to discuss the discontinuation. It is understood that such discontinuation shall not be unreasonable or arbitrary

B. Weekend Schedule (Article 13.04)

The parties agree to establish a Weekend Schedule on a trial basis for an 8 month period from the filling of the posted positions.

1. The hospital decided to post additional weekend worker positions it will be in compliance with Article 10.06 (a) and (b) of the Collective Agreement, requested by nurses it shall be as per A.2 of this agreement.
2. The new positions maybe additional to the current Full-time and Part-time positions on the unit.
3. The nurses will be scheduled for two 11.25h and one 7.5h shift each week. They will rotate between Days and Nights. The 7.5h shift will normally be scheduled on the Friday or Monday.
4. For the purposes of covering the weekend worker's vacation or incidental absences shifts less than 7.5 hours may need to be scheduled to the regular part-time nurses on the unit.
5. For the purposes of vacation scheduling the nurses will not be included in the unit vacation roster.
6. If the weekend worker transfers to a regular full time position any vacation/holiday bank shall remain intact to be used for scheduled vacation or lieu time. If a weekend worker transfers to a part time position or terminates employment all vacation/holiday credits will be paid out.
7. It is expected that from time to time the weekend worker may need to be scheduled on weekdays to attend necessary inservice programs.

Signed at **Ottawa, Ontario**, this 3rd day of January, 2003.

FOR THE EMPLOYER

Catherine Thomas

J. J. J.

FOR THE UNION

Ray M.

Labour Relations Officer

Shahid

Alonad

W. R. R.

ADDENDUM I

Terms and Conditions for pilot project with Royal ACT Team

- Trial for a 6 month period beginning in January limited to Assertive Community Treatment Team with an evaluation on the delivery of care following this period.
- 2 of 3 permanent staff would have to agree
- No additional resources required

ADDENDUM II

The parties agree to the following offer letter of casuals effective from the date of ratification

Conditions of Employment

Availability	You will declare your availability or non-availability for work on specified days for the next two-week period. To remain an active member of the Casual Pool you will be required to be available a minimum of 6 shifts in a 6 month period, two of which will be on weekends. In addition you are required to be available for 2 shifts during the period of December 20 – January 5.
Assignment	You may be assigned to any unit of the hospital.
Probationary Period	525 hours from the date of hire.
Benefits	An allowance in lieu of fringe benefits equivalent to 13% of gross earnings is added to each bi-weekly cheque.
OHIP	100% of the cost of the Ontario Health Insurance Plan is paid by the ROHCG through a payroll tax.
Canada Pension Plan	Deductions will be made as specified by Government Regulations
Employment Insurance	Deductions will be made as specified by Government Regulations.
Pension Plan	You will have the option of joining the Hospital of Ontario Pension Plan (HOOPP) at such time when you have worked a minimum of 700 hours or earn at least 35% of the CPP yearly Maximum Pensionable Earnings in one calendar year. Upon joining, your percentage in lieu of benefits will be reduced to 9%.
Workers' Compensation	The ROHCG pays premiums to the Workplace Safety and Insurance Board to provide benefits to you if injured on the job.
Employee Assistance Program	You may join the Employee Assistance Program (EAP) which is a confidential advisory information service to assist with any personal problem that affects family life, work life or general well-being for a nominal fee.
Vacation	You will receive a percentage-in-lieu of vacation paid on a bi-weekly basis as follows: 6% up to 4499 hours worked 8% 4500 – 22499 hours worked 10% 22500 – 36499 hours worked 12% 36500 hours or more worked

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