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COMBINED FULL-TIME AND PART-TIME COLLECTIVE AGREEMENT

between

ONTARIO NURSES ASSOCIATION

and

THE SISTERS OF CHARITY OF OTTAWA HEALTH CENTRE

Expiry date: March 31, 1998

INDEXED

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APPENDIX 3 -SALARY SCHEDULE

FULL-TIME NURSES -ANNUAL AND HOURLY RATES

<u>START</u>	<u>AFTER</u>	<u>AFTER</u>	<u>AFTER</u>	<u>AFTER</u>	<u>AFTER</u>	<u>AFTER</u>	<u>AFTER</u>	<u>AFTER</u>	<u>AFTER</u>
	<u>1 YR.</u>	<u>2 YRS.</u>	<u>3 YRS.</u>	<u>4 YRS.</u>	<u>5 YRS.</u>	<u>6 YRS.</u>	<u>7 YRS.</u>	<u>8 YRS.</u>	<u>9 YRS.</u>

2. (EBP) TEAM LEADER

Effective January 1, 1996 (+ .28 Pay Equity)

36,063.	37,953.	39,577.	41,716.	43,895.	46,030.	48,660.	51,223.	53,849.	56,425.
18.494	19.463	20.296	21.393	22.510	23.605	24.954	26.268	27.615	28.936

Effective April 1, 1997. Pay Equity Adjusted Rates

3,066.38	3,227.25	3,363.75	3,545.75	3,731.00	3,911.38	4,135.63	4,353.38	4,577.63	4,797.00
18.87	19.86	20.70	21.82	22.96	24.07	25.45	26.79	28.17	29.52

APPENDIX 3 - SALARY SCHEDULE
FULL-TIME NURSES - ANNUAL AND HOURLY RATES

START	AFTER 1 YR.	AFTER 2 YRS.	AFTER 3 YRS.	AFTER 4 YRS.	AFTER 5 YRS.	AFTER 6 YRS.	AFTER 7 YRS.	AFTER 8 YRS.	AFTER 9 YRS.	AFTER	AFTER
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3. OCCUPATIONAL HEALTH NURSE

Effective January 1, 1996 (+ .28 Pay Equity)

36,584.	38,333.	39,844.	41,898.	43,947.	45,997.	48,563.	51,071.	53,674.	56,263.
18.76	19.66	20.43	21.49	22.54	23.59	24.90	26.19	27.53	28.85

Effective April 1, 1997 Pay Equity Adjusted Rates

3,110.25	3,259.75	3,386.50	3,562.00	3,735.88	3,909.75	4,127.50	4,340.38	4,563.00	4,782.38
19.14	(20.06)	20.84	21.92	22.99	24.06	25.40	26.71	28.08	29.43

APPENDIX 3 - SALARY SCHEDULE
FULL-TIME NURSES - ANNUAL AND HOURLY RATES

START	AFTER 1 YR.	AFTER 2 YRS.	AFTER 3 YRS.	AFTER 4 YRS.	AFTER 5 YRS.	AFTER 6 YRS.	AFTER 7 YRS.	AFTER 8 YRS.	AFTER 9 YRS.
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4. GRADUATE NURSE - St. Vincent Hospital

Effective January 1, 1996 (+ .28 Pay Equity)

33,852.	35,568.	37,011.	38,981.	40,950.	42,881.	45,357.	47,795.	50,213.	52,650.
17.36	18.24	18.98	19.99	21.00	21.99	23.26	24.51	25.75	27.00

Effective April 1, 1997 Pay Equity Adjusted Rates

2,877.88	3,024.13	3,146.00	3,313.38	3,480.75	3,644.88	3,856.13	4,062.50	4,267.25	4,475.25
17.71	18.61	19.36	20.39	21.42	22.43	23.73	25.00	26.26	27.54

The graduate nurse salary shall be maintained status quo for either agency and shall be increased as per negotiated rates of the central bargaining team.

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**.

PART-TIME NURSE - HOURLY RATES

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
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1. REGISTERED NURSE

Effective January 1, 1996 (+ .28 Pay Equity)

17.94	18.84	19.59	20.62	21.64	22.67	23.95	25.23	26.51	27.80
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Effectiv

18.30	19.22	19.98	21.03	22.07	23.12	24.43	25.73	27.04	28.36
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APPENDIX 3 - SALARY SCHEDULE

PART-TIME NURSE - HOURLY RATES

START	AFTER	AFTER	AFTER	AFTER	AFTER	AFTER	AFTER	AFTER	AFTER
	1500	3000	4500	6000	7500	9000	10500	12000	13500
	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS

2. OCCUPATIONAL HEALTH NURSE

Effective January 1, 1996 (+ .28 Pay Equity)

18.76	19.66	20.43	21.49	22.54	23.59	24.90	26.19	27.53	28.85
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Effective April 1, 1997 Pay Equity Adjusted Rates

19.14	20.06	20.84	21.92	22.99	24.06	25.40	26.71	28.08	29.43
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APPENDIX 3 - SALARY SCHEDULE

PART-TIME NURSE - HOURLY RATES

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
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3. GRADUATE NURSE - St. Vincent Hospital

Effective January 1, 1996 (+ .28 Pay Equity)

17.36	18.24	18.98	19.99	21.00	21.99	23.26	24.51	25.75	27.00
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Effective April 1, 1997 Pay Equity Adjusted Rates

17.71	18.61	19.36	20.39	21.42	22.43	23.73	25.00	26.26	27.54
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The salary **was** agreed upon for Graduate Nurse. Outstanding is the title.

The graduate nurse salary shall be maintained status quo for either agency and shall be increased as per the negotiated rates of the central bargaining team.

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.

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.

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

Applicable straight time hourly rate +13%
or 9% for part-time nurses **in** the pension plan

APPENDIX 4

ST. VINCENT HOSPITAL PART-TIME

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

Clause #

Central Agreement

Part-time Applicable Clause from Existing Collective Agreement

12.02 Frozen Sick Leave Bank Credits

16.05 On termination of employment a nurse with two (2) years of service shall receive a **cash** payment equal to 50% of the unused portion of sick leave allowance at her current salary up to a maximum of 100 working days.

15 22.01 (a) (ii) Part-time nurses must work 12 days Note of the 28 preceding a recognized statutory **holiday** to be entitled to holiday pay for the above mentioned statutory holidays.

17.05 Immunization

18.02 A nurse upon request may receive immunization at the Hospital's expense.

18.03 A nurse who contracts any infectious *disease* as a result of working for the employer **shall** receive full treatment and medication at the expense of the Hospital, when not compensated by the Workers' Compensation **Act**.

18.09 24.05 Educational bonuses shall be applicable to all registered nurses in addition to her salary except where the special courses, diploma, bachelor's or master's degree is not utilized in the performance of her duties as follows:

- | | |
|------------------------------|--------------------|
| * Special courses or N.U.A. | \$15.00 per month |
| ** 1 year University Diploma | \$40.00 per month |
| *** Bachelor's | \$80.00 per month |
| *** Master's | \$140.00 per month |
- The special preparation payment will be made to those in a capacity utilizing *this* course.
 - ** A one-year University course shall be recognized only if it is full first year completed toward the Bachelor of Nursing degree or if it is a Nursing course in which a certificate or diploma is granted.
 - *** Bachelor's and Master's Degree must be in nursing or related field.

APPENDIX 4

ST. VINCENT HOSPITAL FULL-TIME

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

Clause #

Central Agreement

Full-time Applicable Clause from Existing Collective Agreement

10.04 Note	13.02 (a)	Seniority shall be retained and accumulated by a nurse during active employment with the Hospital, or when a nurse is absent from work under the following circumstances: (ii) when in receipt of fringe benefits as contained herein. (iii) when in receipt of Workers' compensation.
12.02	<u>Frozen Sick Leave Benefits</u>	
	16.05	On termination of employment a nurse with two (2) years of service shall receive a cash payment equal to 50% of the unused portion of sick leave allowance at her current salary up to a maximum of 100 working days.
18.05	<u>Immunization</u>	
	18.02	A nurse upon request may receive immunization at the Hospital's expense.
	18.03	A nurse who contracts any infectious disease as a result of working for the employer shall receive full treatment and medication at the expense of the Hospital, when not compensated by the Workers' Compensation Act.
19.09	24.05	Educational bonuses shall be applicable to all registered nurses in addition to her salary except where the special courses, diploma,

bachelor's or master's degree is not utilized in the performance of her duties as follows:

• Special courses or N.U.A.	\$15.00 per month
** 1 year University Diploma	\$40.00 per month
*** Bachelor's	\$80.00 per month
*** Master's	\$140.00 per month

* **The** special preparation payment will be made to those in a capacity utilizing this course.

** **A** one-year University course shall **be** recognized only if it is full first year completed toward the Bachelor of Nursing degree or if it is **a** Nursing course in which a certificate or diploma is granted.

*** Bachelor's and Master's Degree must be in nursing or related field.

APPENDIX 4

ELIZABETH BRUYÈRE HEALTH CENTRE FULL-TIME

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

Clause #
Central
Agreement Applicable Clause from Existing Collective (full-time) Agreement

12.02 This applies to nurses on staff December 1, 1981:

C.4 A nurse who has completed 5 years of service with the Employer shall be entitled to fifty percent of accumulated sick leave up to a maximum **seventy five days** upon termination.

A nurse who retires at normal retirement age shall be entitled to 75% of accumulated ~~sick~~ leave **with no** maximum.

19.09 A.5 In addition to the salaries prescribed above, the Employer will pay the monthly educational allowances set forth hereunder to all full-time nurses subject to the following conditions:

(a) The degree or certificate held must be a requirement of the job currently being **performed**.

(b) Proof of the degree or certificate from **a** school of recognized standing must be submitted by the nurse to the Employer.

(c) In accordance with the above, a nurse possessing more than one degree or certificate shall **be** entitled only to the higher allowance provided hereunder.

- (d) Payment of the allowance shall commence at the start of the first full pay period following filing with the Employer of the required proof of standing, except that a newly hired nurse who is qualified for an educational allowance on her date of hiring shall be paid from that date.

Monthly Education Allowances

C.H.A. Nursing Unit Administration Course or 6 months post-graduate course

\$ 15.00 per month

One year university diploma

\$ 40.00 per month

Bachelor's degree

\$ 80.00 per month

Master's degree

\$120.00 per month

All nurses currently receiving the above allowances will continue to receive them.

ARTICLE A - RECOGNITION

- A.1 The Employer recognizes the Ontario Nurses' Association as the bargaining agent for all registered and graduate nurses employed by the Service De Santé des Soeurs de la Charité D'Ottawa/Sisters of Charity Ottawa Health Service in Ottawa engaged in nursing care and teaching, save and except head nurses, and persons above the rank of head nurse.
- A.2 (a) Registered or graduate nurses who are members of the Sisters of Charity will not become members of the Union.
- (b) *The position of Infection Control Co-ordinator will come within the Bargaining Unit when the present incumbent vacates the position.*

ARTICLE B - MANAGEMENT RIGHTS

- B.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, lay-off, 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 reasonable 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.

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

ARTICLE C - ASSOCIATION REPRESENTATION

C.1 Hospital-Association Committee - shall be composed of up to four **(4)** Association Representatives and of up to four **(4)** Hospital Representatives.

C.2 Negotiating Committee - shall **be** composed of up to four **(4)** Association representatives.

C.3 Nurse Representatives

If a nurse representative is transferred from one area to another, within the bargaining unit, she shall continue to be recognized by the Employer as a nurse representative of the programme from which she was transferred for one month for the purpose of completing the processing of any grievance which she was handling at the time of her transfer. It is understood that this section shall not apply to nurse representatives who are transferred to positions not covered by the scope of this Agreement.

C.4 Grievance Committee - shall **be composed of up** to three **(3)** Association representatives.

C.5 Orientation of newly hired nurses shall include time for discussion with an Association representative as provided in Article 5.06. The Hospital will endeavour to notify the local President or designate **as** soon as possible, but at least by the Friday afternoon before the scheduled orientation meetings.

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

- D.1 There shall **be** a maximum of one hundred (100) days annually subject to a written notice of ten (10) working days and it is agreed that not more than six (6) nurses shall be granted leave at the same time and that not more than three (**3**) nurses who are in the same unit or program shall be granted leave at the same time.

ARTICLE E - HOURS OF WORK - SCHEDULING

- E.1 For purposes of defining tours of duty and calculating entitlement of overtime compensation except as otherwise provided in Section E.7, the normal day shall **be a** twenty-four hour **period** allocated as follows:

07h30 - 15h30 day shift
15h30 - 23h30 evening shift
23h30 - 07h30 night shift

E.2 Scheduling Objectives

Objectives in the formulation of working schedules have been left to local arrangements. These local arrangements permit flexibility by encouraging individual responsibility. **As** a guide to the **type** of scheduling arrangements which the Hospital will maintain and follow, the parties set out below standard objectives, recognizing that the Hospital **may not always be** able to attain these objectives and that their attainment may be varied with the consent of those concerned.

- (a) The Employer will endeavour to schedule every second weekend off for nurses working on a normal daily tour and **on an** extended tour.
- (b) There shall **be** at least a period of sixteen (16) consecutive hours off between a change of tours and at least twenty-four (**24**) hours time off duty following a period of night duty except where a nurse agrees to **a** shorter period of time.
- (c) Schedules will be posted no **less** than fourteen (14) days in advance.
- (d) **A** nurse will be scheduled off **at** least four (**4**) days in **any two week** payroll period including at least one period of two (2) consecutive

days and minimum of single days off. No single days off work will be scheduled except for part-time nurses.

- (e) **A** nurse will not be scheduled to work more than five (5) consecutive days except by mutual consent.
- (f) **A** full-time nurse who works on two rotations may not **be** required to change tours of duty more than once every seven (7) days.
- (g) No split tours will be scheduled unless by mutual consent.
- (h) The Hospital will schedule three days off at either **Christmas** or **New Year's** for all nurses and will endeavour to schedule at least two (2) additional days off for a total of at least five (5) consecutive days off. Time off at **Christmas** shall include **Christmas Eve, Christmas Day, and Boxing Day**, and time off at **New Year's** shall include **New Year's Eve, and New Year's Day** unless mutually agreed otherwise except in areas where nurses are not normally required to work on weekends and paid holidays.
- (i) **The** scheduling objectives will not apply from **December** 15th to January 5th.
- (j) The scheduling of time off at **Christmas** or **New Year's** shall be done on a nursing unit basis according to bargaining unit seniority and nurses will be alternating **Christmas** and **New Year's** each year, unless mutually agreed otherwise, provided that a qualified complement of nurses is maintained in the unit.
- (k) Prior to **Christmas** and **New Year** holidays, however, the rotation schedules shall be posted by **December 1st** of each year.

E.3

Nurses who wish to request specific **days** off will **submit** in writing such requests to their Nurse Manager at least ten (10) calendar days in advance of the posting of the schedules. Requests for changes in days off or tours on posted schedules must be submitted in writing to the Nurse Manager **48** hours in advance except in an emergency and **co-signed** by the nurses willing to exchange. However, it **is** understood that such requests, when initiated by a nurse and approved **by** the Employer shall not result in overtime compensation or payment to any of the nurses affected.

- E.4 The Employer will endeavour to continue its present practice of affording nurses the opportunity of working specific tours with the exception of temporary rotation for purposes of in-service education to upgrade the nurse's professional skills.
- E.5 A part-time nurse who normally rotates on all three (3) tours shall not be scheduled to work more than two (2) consecutive weeks of night tour and evening tour without her written consent or request. A minimum of 50% of the nurse's scheduled tours shall be on days.
- A nurse who normally rotates on two (2) tours shall be scheduled for a minimum of 50% of the tours on days unless mutually agreed otherwise.
- E.6 Lieu time off for overtime shall be scheduled at a mutually agreeable time. Time equivalent to one tour may be accumulated and must be taken within thirty (30) days of its accumulation.
- E.7 Scheduling - Hours of Work (Part-time only)
- (a) All regular part-time nurses in a unit will be scheduled up to their committed hours by seniority before any casual part-time nurses are utilized.
 - (b) When regular part-time nurses on the unit have been given the opportunity to work up to their commitment, the Hospital will endeavour to offer additional tours to regular part-time nurses on the unit on the basis of seniority, prior to offering tours to casual nurses, subject to the following.
 - (i) Nurses who wish to be considered for additional tours must indicate their availability in the manner prescribed by the Hospital;
 - (ii) A tour will be deemed to be offered whenever a call is placed;
 - (iii) It is understood that the Hospital will not be required to offer tours which would result in overtime premium pay;
 - (iv) When a regular part-time nurse accepts an additional tour, she/he must report for that tour unless arrangements satisfactory to the hospital are made;

- (v) Provided they are qualified, nurses may submit their availability to work additional tours to more than one unit, if to **do so** is in accordance with existing Hospital practice.

E.8 Week-ends

A nurse will receive premium pay for all hours **worked** on a third consecutive and subsequent 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.

E.9 Whenever it is possible, a nurse must give to the Employer, three (3) hours notice if unable to work a scheduled night **shift**, three (3) hours notice for evening scheduled shift and one (1) **hours** notice for scheduled day shift.

E.10 *The* Association and the Employer agree to allow self-scheduling if so requested by the nurses **as** per the guidelines. Such request shall be discussed between the nurses and the Unit Manager before implementation and shall not **be** unreasonably withheld.

ARTICLE F - PAID HOLIDAYS

F.1 *The* following **shall** be recognized **as** paid holidays:

New Year's Day	Civic Holiday
3rd Monday in February	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
July 1st	Boxing Day

F.2 Lieu **days** off **shall** be granted within thirty (30) days of the date on which the holiday **was** observed to **be** taken on a day to **be** selected by mutual agreement **between** the Employer and the nurse.

- F.3 If a paid holiday **is** observed during a nurse's vacation period or on her regular day off she shall be granted a lieu day off on a date to be selected by agreement between the Employer and the nurse.
- F.4 The Hospital will endeavour to schedule a holiday designated for a Friday or a Monday to be an off day for a nurse scheduled to be off on the adjacent Saturday and Sunday. Conversely, the Hospital will endeavour to schedule a holiday designated for a Friday or a Monday to **be** a work day for a nurse scheduled to work on the adjacent Saturday and Sunday.

ARTICLE G - VACATIONS

- G.1 **Unless** otherwise agreed between the nurse and the hospital, vacations accrued to March 31st in any year can **be** taken at any time between April 1 and March 31 of the following year.
- G.2 (a) It **is** understood and agreed that vacation weeks are not necessarily continuous; however, the Employer will endeavour to accommodate the wishes of the nurses with respect to the choice of vacation dates, subject to the right of the Employer to operate the Hospital in an efficient manner.
- (b) Nurses will be given preference with respect to vacation on their unit in their own category (full-time or part-time) in accordance with Hospital seniority within that category as shown on the seniority lists posted by the Hospital on March 15.
- G.3 Vacation schedules shall **be** posted by **May** 1st in any year. The Hospital agrees to provide separate seniority lists for full-time and part-time nurses with respect to preference of vacation **periods**.
- Prior to leaving on vacation, nurses shall be notified of the date and time on which to report for work following vacation if the schedule **is** not posted.
- G.4 The Hospital will consider the request to carry forward for one (1) year any unused portion of vacation credits **up** to a maximum of ten (10) working days. This request must be submitted no later than February 1 of the applicable vacation year in writing to the Unit Manager. This portion shall not **be** taken between the period of June 1st and September 15th.

- G.5 (a) The weekend prior to and following a nurse's vacation shall be scheduled as weekend off unless the nurse agrees otherwise. ✓
- (b) All vacations shall be scheduled to commence on Monday unless the nurse agrees otherwise. ✓
- (c) The Hospital will endeavour to maintain the regular rotation during the vacation period. ✓
- (d) A part-time nurse who normally replaces a permanent full-time evening or night nurse on regular days off, shall be given the opportunity to replace that nurse during her scheduled vacation.
- G.6 Requests for changes in vacation periods received after May 1st must be in writing to the Unit Manager and submitted at least four (4) weeks prior to the scheduled vacation and the desired vacation leave.
- G.7 Upon receipt of a written request from the nurse to the Pay Office, one month prior to the date when leaving on vacation, a maximum of two (2) weeks earned vacation will be paid on the last regular pay day (Friday) preceding the vacation.
- G.8 Vacation requests for the period of June 1st to September 15th shall be submitted in writing to the Manager at the latest by April 1st of the same year, and confirmation of granted vacation shall be in writing by May 1st.
- G.9 ✓ Vacation pay for part-time nurses will be added to the regular daily tour rate of pay.

ARTICLE H - GENERAL

H.1 Definitions

- (a) "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.
- (b) "Tour" means consecutive working hours for a nurse.

(c) For the purposes of Article 14.15 (full-time) and 14.14 (part-time) the weekend premium shall be paid from 2330 hours Friday to 2330 hours Sunday.

H.2 Separate Seniority Lists for full-time and part-time nurses shall **be** posted by March 15 and September 15.

H.3 **The** Employer **shall** provide bulletin boards for **the** use of the Association as per the current practise at both Pavilion Elizabeth Bruyere and St. Vincent. It **is** also agreed that the documents posted shall not **be** offensive and/or discriminatory to the Employer. The Employer **shall** provide an office space to the local Association at Elisabeth Bruyère Pavilion.

H.4 Both the French and English texts of this agreement shall be considered the official texts. The Employer and the Association will equally share the cost of printing and translation of the Collective Agreement.

H.5 Termination of Employment

Nurses leaving the service of the Hospital shall be responsible for the return of Hospital property or **its** equivalence upon termination.

H.6 Notification of Frozen Sick Leave Credits

Wherever this is applicable, a record of all unused sick leave allowance will be kept by the Hospital and on February 28th of each year a statement of the amount of sick leave allowance of each nurse will **be** sent to the nurse. **The** record will cover the period of January 1 to December 31.

H.7 Payroll Policies

(a) The Employer shall pay **its** nurses every **two** (2) weeks by bank deposit in the Employee's designated bank.

(b) The Employer shall provide **a** pay stub in **a** sealed envelope with the following information: initials of the wage-earner; date of **pay** period; deductions made; the number of working hours both regular and overtime.

- (c) Any omission of \$50.00 or more on a nurse's pay cheque due to an error on the part of the Employer shall be paid to the nurse within three (3) days of the time of issuance of her regular pay cheque.

H.8 Prepaid Leave

The number of nurses that may be absent at one time is determined as follows: One (1) nurse by unit/program except for the Palliative Care Unit where one full-time and one part-time nurse could be absent at one time.

ARTICLE I - MODIFIED WORK

- I.1 The Hospital will notify the Local president of the names of all employees who go off work due to a work related injury or when an employee goes on LTD. The Hospital will provide to the Union, a monthly list of all employees on modified work programs at the beginning of each month.
- I.2 When it has been medically determined that an employee is unable to return to the full duties of her or his position due to a disability/injury, the Hospital will notify and meet with the local representative and staff representative of the Ontario Nurses' Association to discuss the circumstances surrounding the employee's return to suitable work.
- I.3 The Hospital agrees to provide the Union and the employee with a copy of the Workers' Compensation Board Form 7 at the same time it is sent to the Board, with the exclusion of social insurance number and date of birth.

ARTICLE J - VIOLENCE IN THE WORKPLACE

The Employer agrees to develop explicit policies and procedures to deal with violence. The policy will address the prevention of violence, the management of violent situations and the support to employees who have faced violence. The policies and procedures shall be part of the Employer's health and safety policy and written copies shall be made available to employees.

Signed at *Ottawa* , Ontario, **this** *20* day of *January*, 1998

For the Employer

James McLeod Smith

W. Smith

Robert Black

[Signature]

For the Union

Raymond L. Dubeau & Co

[Signature]

J. Francois

Serge Charon

- 27 -

LETTER OF UNDERSTANDING
BETWEEN
ONTARIO NURSES' ASSOCIATION

AND

THE SISTERS OF CHARITY OF OTTAWA HEALTH SERVICES

Extended Tours

The Employer agrees to meet with the Association at ~~six~~ month intervals ~~to~~ discuss the implementation and elimination of extended hour tours within various areas of the Hospital.

The Hospital will give serious consideration *to* implementing extended hour tours in an area where the Association is able *to* demonstrate to the satisfaction of the Hospital that more than 75% of the nurses involved **wish** extended hour tours: If it is decided to implement extended hour *tours* in an area, they shall be implemented for a trial period of six months. **The** parties shall meet to review the situation during the ~~fifth~~ month after implementation.

The Hospital will also give serious consideration to eliminating extended hour tours if the Association at a meeting to discuss elimination can demonstrate *to* the satisfaction of the Hospital that more than 51% of nurses involved **wish** the elimination *of* extended hour tours in their area, **None of** the above shall restrict the elimination of extended hour tours if necessary.

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

STVIN01.C

Appendix A

LETTER OF AGREEMENT

BETWEEN

SCO HOSPITAL
(hereinafter called the "Hospital")

AND

ONTARIO NURSES' ASSOCIATION
(hereinafter called the "**Association**")

Job Sharing

In order to retain the most highly qualified labour force possible **and** to adequately meet the changing needs of our employees, the SCO Hospital accepts the principle of **job** sharing. **If** the SCO Hospital agrees to a job sharing agreement pursuant to **Article 20.01** of the Centra Agreement, it will **be** conducted in accordance with the following procedures:

1.00 Definition

- (a) Job sharing **is** generally defined **as** being an arrangement under which **two** (2) employees or more share the hours of ~~work~~ of one full-time position, as provided in **Article 20** of the full-time Collective Agreement.

2.00 Application for **Job** Sharing

- (a) **An** application for **job** sharing **is** considered **by** the **SCO** Hospital in an individual **basis**.

3.00 Status

- (a) In this Agreement, **the** shared full-time position shall become two (2) regular part-time (**.5**) positions, at the rate of **37.5 hours** per pay period.

4.00 Applicable Collective Agreement

- (a) That job sharers are considered regular part-time for all purposes under the Collective Agreement, save and except scheduling provisions. The full-time scheduling provisions are applicable to **job** sharers.
- (b) Additional tours are to be distributed between job sharers and regular part-time members on the basis of seniority. However, **job** sharers are only eligible for additional tours for which neither partner ~~is~~ scheduled on their full-time line.

5.00 Hours and Work Schedule

- (a) The procedures governing working hours and the establishment of work schedules are defined in section 13 of the Collective Agreement governing part-time workers, and in section E of the Local Appendix. In addition, the provisions governing weekends and statutory holidays shall apply as if the position were filled by one person only.
- (b) The signatory employees shall share working hours in an equitable manner. However, such a sharing process should meet departmental needs, and receive the approval of the department heads and may **also** include evening shifts, night **shifts** and weekends, in accordance with the provision of the Collective Agreement.

In the event of any conflict between the nurses involved in the agreement regarding the choice of a statutory holiday which is to be worked or not, seniority shall be the deciding factor.

- (c) Payment for overtime approved by the department head shall be made in accordance with the applicable Collective Agreement.
- (d) When required by the Department Head, the Employees who are signatories to this Agreement mutually promise to replace each other during vacations, sick leave, statutory holidays or during any absence, in order to ensure that service is not affected.

6.00 Vacant Portion of a Position

- (a) In the event of a vacant position, the person remaining on the **job** promises to work full-time on a temporary **basis**, in the expectation that the vacancy

shall be filled in an adequate manner. The portion of the position to **be** filled resulting from this vacancy shall be posted, in accordance with the Collective Agreement.

- (b) In the event that it is impossible to adequately fill the vacancy, the SCO Hospital may terminate this Agreement. The position shall then be offered to the person who remains on the job and, if this person refuses the said offer, the full position shall then be posted.

7.00 Seniority

- (a) Seniority for each member of the team shall be calculated in accordance with the Collective Agreement governing regular part-time work.

8.00 Cancellation of the Agreement

- (a) **If** either of the signatory parties wishes to cancel this Agreement, the **party** in question must **give** prior notice of at least ninety (90) days to the other parties to the Agreement.

If the initiative for such action originates with the SCO Hospital, the SCO Hospital will attempt to provide those employees sharing **a job** with positions which correspond to their respective qualifications and experience. In the event that it is impossible for the Centre to find such equivalent positions, the lay-off procedure shall then apply, in accordance with the Collective Agreement covering regular part-time workers.

If the initiative originates with one or the other of the employees sharing the position, clause numbers **7 and 8** shall apply.

9.00 Modification of the Agreement

- (a) The parties agree that any and **all** amendments made to the Collective Agreement, shall automatically apply to this Agreement, when applicable. In addition, this Agreement may be subject to modifications, subsequent to written agreement by the parties thereto.

The employees who are Signatories to this Job Sharing Agreement have agreed and to consent to share the full-time position of a registered nurse (37.5 hours **of** work) under the terms and conditions set forth above.