

COMBINED FULL-TIME AND PART-TIME COLLECTIVE AGREEMENT

Between

THE SISTERS OF CHARITY OF OTTAWA HEALTH SERVICE

- and -

ONTARIO NURSES' ASSOCIATION

Expiry: March 31, 2001

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APPENDIX 3 – SALARY SCHEDULE

FULL-TIME NURSES – MONTHLY AND HOURLY RATESTeam Leader

	<u>Effective April 1, 1998</u>		<u>Effective April 1, 1999</u>	
	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>
Start	19.224	3123.90	19.594	3184.03
1 Year	20.223	3286.24	20.623	3351.24
2 Years	21.086	3426.48	21.496	3493.10
3 Years	22.223	3611.28	22.653	3681.11
4 Years	23.380	3799.25	23.830	3872.38
5 Years	24.515	3983.69	24.985	4060.06
6 Years	25.924	4212.65	26.424	4293.90
7 Years	27.288	4434.30	27.818	4520.43
8 Years	28.685	4661.31	29.235	4750.69
9 Years	30.066	4885.73	30.646	4979.98
	<u>Effective February 4, 2000</u>		<u>Effective April 1, 2000</u>	
	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>
Start	20.623	3351.28	21.123	3432.49
1 Year	21.496	3493.10	22.016	3577.60
2 Years	22.653	3681.11	23.203	3770.60
3 Years	23.830	3872.38	24.400	3965.00
4 Years	24.985	4060.06	25.585	4157.56
5 Years	26.424	4293.90	27.064	4397.90
6 Years	27.818	4520.43	28.488	4692.30
7 Years	29.235	4750.69	29.955	4867.69
8 Years	30.646	4979.98	31.386	5100.23

Registered Nurse

	<u>Effective April 1, 1998</u>		<u>Effective April 1, 1999</u>	
	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>
Start	18.67	3033.88	19.04	3094.00
1 Year	19.60	3185.00	20.00	3250.00
2 Years	20.38	3311.75	20.79	3378.38
3 Years	21.45	3485.63	21.88	3555.50
4 Years	22.51	3657.88	22.96	3731.00
5 Years	23.58	3831.75	24.05	3908.13
6 Years	24.92	4049.50	25.42	4130.75
7 Years	26.24	4264.00	26.77	4350.13
8 Years	27.58	4481.75	28.13	4571.13
9 Years	28.93	4701.13	29.51	4795.38

APPENDIX 3 – SALARY SCHEDULE

FULL-TIME NURSES – MONTHLY AND HOURLY RATESRegistered Nurse

	<u>Effective February 4, 2000</u>		<u>Effective April 1, 2000</u>	
	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>
Start	20.00	3250.00	20.50	3331.25
1 Year	20.79	3378.38	21.31	3462.88
2 Years	21.88	3555.50	22.43	3644.88
3 Years	22.96	3731.00	23.54	3825.25
4 Years	24.05	3908.13	24.66	4007.25
5 Years	25.42	4130.75	26.05	4233.13
6 Years	26.77	4350.13	27.11	4459.00
7 Years	28.13	4571.13	28.84	4686.50
8 Years	29.51	4795.38	30.24	4914.00

Temporary Licence

	<u>Effective April 1, 1998</u>		<u>Effective April 1, 1999</u>	
	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>
Start	18.08	2938.00	18.44	2996.50
1 Year	18.99	3985.88	19.39	3150.88
2 Years	19.76	3211.00	20.17	3277.63
3 Years	20.81	3381.63	21.24	3451.50
4 Years	21.86	3552.25	22.31	3625.38
5 Years	22.89	3791.63	23.36	3796.00
6 Years	24.22	3935.75	24.72	4017.00
7 Years	25.52	4147.00	26.08	4238.00
8 Years	26.80	4355.00	27.35	4444.38
9 Years	28.11	4567.88	28.69	4662.13

	<u>Effective February 4, 2000</u>		<u>Effective April 1, 2000</u>	
	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>
Start	19.39	3150.88	19.89	3227.25
1 Year	20.17	3277.63	20.69	3362.13
2 Years	21.24	3451.50	21.79	3540.88
3 Years	22.31	3625.38	22.88	3718.00
4 Years	23.36	3796.00	23.96	3893.50
5 Years	24.72	4017.00	25.36	4121.00
6 Years	26.08	4238.00	26.72	4342.00
7 Years	27.35	4444.38	28.07	4561.38
8 Years	28.69	4662.13	29.43	4782.38

APPENDIX 3 – SALARY SCHEDULE

FULL-TIME NURSES – MONTHLY AND HOURLY RATESOccupational Health Nurse

	<u>Effective April 1, 1998</u>		<u>Effective April 1, 1999</u>	
	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>
Start	19.51	3170.38	19.95	3241.88
1 Year	20.44	3321.50	20.84	3386.50
2 Years	21.21	3446.63	21.65	3518.13
3 Years	22.34	3630.25	22.77	3700.13
4 Years	23.43	3807.38	23.88	3880.50
5 Years	24.52	3984.50	24.99	4060.88
6 Years	25.89	4207.13	26.39	4288.38
7 Years	27.23	4424.88	27.76	4511.00
8 Years	28.62	4650.75	29.17	4740.13
9 Years	30.00	4875.00	30.58	4969.25
	<u>Effective February 4, 2000</u>		<u>Effective April 1, 2000</u>	
	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>
Start	20.84	3386.50	21.34	3467.75
1 Year	21.65	3518.13	22.17	3602.63
2 Years	22.77	3700.13	23.32	3789.50
3 Years	23.88	3880.50	24.45	3973.13
4 Years	24.99	4060.88	25.59	4158.38
5 Years	26.39	4288.38	27.03	4392.38
6 Years	27.76	4511.00	28.43	4619.88
7 Years	29.17	4740.13	29.89	4857.13
8 Years	30.58	4969.25	31.32	5089.50

APPENDIX 3 – SALARY SCHEDULE

PART-TIME NURSES – HOURLY RATESTeam Leader

	<u>Effective April 1, 1998</u>	<u>Effective April 1, 1999</u>
	<u>Hourly</u>	<u>Hourly</u>
Start	19.224	19.594
1 Year.	20.223	20.623
2 Years	21.086	21.496
3 Years	22.223	22.653
4 Years	23.380	23.830
5 Years	24.515	24.985
6 Years	25.924	26.424
7 Years	27.288	27.818
8 Years	28.685	29.235
9 Years	30.066	30.646
	<u>Effective February 4, 2000</u>	<u>Effective April 1, 2000</u>
	<u>Hourly</u>	<u>Hourly</u>
Start	20.623	21.123
1 Year	21.496	22.016
2 Years	22.653	23.203
3 Years	23.830	24.400
4 Years	24.985	25.585
5 Years	26.424	27.064
6 Years	27.818	28.488
7 Years	29.235	29.955
8 Years	30.646	31.386

Registered Nurse

	<u>Effective April 1, 1998</u>	<u>Effective April 1, 1999</u>
	<u>Hourly</u>	<u>Hourly</u>
Start	18.67	19.04
1 Year	19.60	20.00
2 Years	20.38	20.79
3 Years	21.45	21.88
4 Years	22.51	22.96
5 Years	23.58	24.05
6 Years	24.92	25.12
7 Years	26.24	26.77
8 Years	27.58	28.13
9 Years	28.93	29.51

APPENDIX 3 – SALARY SCHEDULE

PART-TIME NURSES – HOURLY RATESRegistered Nurse

	<u>Effective February 4, 2000</u>	<u>Effective April 1, 2000</u>
	<u>Hourly</u>	<u>Hourly</u>
Start	20.00	20.50
■ Year	20.79	21.31
2 Years	21.88	22.43
3 Years	22.96	23.54
4 Years	24.05	24.66
5 Years	25.42	26.05
6 Years	26.77	27.11
7 Years	28.13	28.84
8 Years	29.51	30.24

Temporary License

	<u>Effective April 1, 1998</u>	<u>Effective April 1, 1999</u>
	<u>Hourly</u>	<u>Hourly</u>
Start	18.08	18.44
1 Year	18.99	19.39
2 Years	19.76	20.17
3 Years	20.81	21.24
4 Years	21.86	22.31
5 Years	22.89	23.36
6 Years	24.22	24.72
7 Years	25.52	26.08
8 Years	26.80	27.35
9 Years	28.11	28.69

	<u>Effective February 4, 2000</u>	<u>Effective April 1, 2000</u>
	<u>Hourly</u>	<u>Hourly</u>
Start	19.39	19.89
1 Year	20.17	20.69
2 Years	21.24	21.79
3 Years	22.31	22.88
4 Years	23.36	23.96
5 Years	24.72	25.36
6 Years	26.08	26.72
7 Years	27.35	28.07
8 Years	28.69	29.43

APPENDIX 3 – SALARY SCHEDULE
PART-TIME NURSES – HOURLY RATES

Occupational Health Nurse

	<u>Effective April 1, 1998</u>	<u>Effective April 1, 1999</u>
	<u>Hourly</u>	<u>Hourly</u>
Start	19.51	19.95
1 Year	20.44	20.84
2 Years	21.21	21.65
3 Years	22.34	22.77
4 Years	23.43	23.88
5 Years	24.52	24.99
6 Years	25.89	26.39
7 Years	27.23	27.76
8 Years	28.62	29.17
9 Years	30.00	30.58
	<u>Effective February 4, 2000</u>	<u>Effective April 1, 2000</u>
	<u>Hourly</u>	<u>Hourly</u>
Start	20.84	21.34
1 Year	21.65	22.17
2 Years	22.77	23.32
3 Years	23.88	24.45
4 Years	24.99	25.59
5 Years	26.39	27.03
6 Years	27.76	28.43
7 Years	29.17	29.89
8 Years	30.58	31.32

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

15 22.01 (a) ii) Part-time nurses must work 12 days 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	<p>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:</p> <p>ii) when in receipt of fringe benefits as contained herein.</p> <p>iii) when in receipt of Worker's Compensation.</p>												
18.05	<p><u>Immunization</u></p> <p>18.02 A nurse upon request may receive immunization at the Hospital's expense.</p> <p>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.</p>												
19.09	<p>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:</p> <table> <tbody> <tr> <td>*</td> <td>Special courses or N.U.A.</td> <td>\$15.00 per month</td> </tr> <tr> <td>**</td> <td>1 year University Diploma</td> <td>\$40.00 per month</td> </tr> <tr> <td>***</td> <td>Bachelor's</td> <td>\$80.00 per month</td> </tr> <tr> <td>***</td> <td>Master's</td> <td>\$140.00 per month</td> </tr> </tbody> </table> <p>* The special preparation payment will be made to those in a capacity utilizing this course.</p> <p>** 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.</p> <p>*** Bachelor's and Master's Degree must be in nursing or related field.</p>	*	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
*	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											

APPENDIX 4

ELISABETH 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

19.09 A.5 In addition to the salaries prescribed above, the Employer will pay the monthly educational allowance 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 the date.

Monthly Education Allowances

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

ICI 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 Grievance Committee - shall be composed of up to three (3) Association representatives.
- C.4 Professional Development Committee shall be composed of two (2) association representatives and two (2) Hospital representatives, one of whom shall be the Chief Nursing Officer or designate and one of whom shall be the Bargaining Unit President or designate.
- C.5 Orientation of newly hired nurses shall be up to 30 minutes 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 : - ASSOCIATION BUSINESS (LOCAL)

- D.1 There shall be a maximum of one hundred and fifty (150) days annually subject to a written notice of ten (10) working days and it is agreed that not more than four (4) nurses shall be granted leave at the same time and that not more than one (1) nurse per unit.
- D.2 Payment of the union business days will be made by the Hospital and the Association will reimburse on a quarterly basis for the full cost of the salary paid.

EE - HOURS OF R - CI JL

- 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 (24) hour period which includes three (3) tours of seven and a half (7 ½) hours per day:

It is understood that variations in the hours of work may occur in certain work areas. For purposes of determining entitlement to any tour differential premiums, the tour will be deemed to be worked on a specific shift when the majority of the hours worked fall within the defined tours as follows:

- 07h30 - 15h30 for the day shift
- 15h30 - 23h30 for the evening shift
- 23h30 - 07h30 for the 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 period including at least one period of two (2) consecutive days.
- (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, New Year's Day and the day after New Year's 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 their 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 Immediate Supervisor at least ten (10) calendar days in advance of the posting of the schedules. Requests for shifts exchange on posted schedules must be submitted in writing to the Immediate Supervisor 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 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.

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.

E.6 Lieu time off for overtime for full-time and regular part-time nurses 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 and a half (1.5) hours notice for scheduled day shift.

E.10 Self-Scheduling

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 Immediate Supervisor before implementation and shall not be unreasonably withheld.

The scheduling provisions under this agreement shall be in accordance with the scheduling provisions in article E of this agreement.

E.11 A partial or single shift reassignment of a nurse from her or his area of work assignment shall be made on the basis of seniority on the unit on that shift as follows:

The process for reassignment will be as follows:

- (a) by casual nurses
- (b) nurses with a designated mobile position
- (c) regular part-time nurses
- (d) regular full-time nurses as a last resort.

E.12 The administrative duties are to be exercised by the nurses on a rotational basis as decided amongst themselves.

E.13 (a) As of the date of ratification, all present 70% Mobile positions that express the desire to do so shall be considered grandparented in their actual working conditions for the purposes of scheduling, otherwise they will be integrated into the Mobile Unit.

(b) Once the Unit Schedules are completed, all Mobile Unit nurses will be prescheduled up to their commitment to work. The Hospital will endeavour to assign them the remaining available tours of duty and the available short-term vacancies as defined in article L1) as much in advance as possible.

(c) The above does not preclude the Hospital's right to mobilize such nurses where required in accordance with article E.11.

(d) It is the responsibility of all Nurses to work within their full scope of practice when assigned to work on a unit.

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 The vacation year shall be May 1st to April 30th inclusive of the following calendar 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) as shown on the current seniority list.
- G.3 Vacation schedules shall be posted by no later than 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 two (2) weeks. This request must be submitted no later than February 1 of the applicable vacation year in writing to the Immediate Supervisor. This portion shall not be taken between the period of June 1st and September 15th.

- G.5** The Hospital will endeavour to maintain the regular schedule during the vacation period. It is understood that a vacation week shall include at least one (1) weekend off, but will also include the other weekend off if one of the following conditions is met:
- (a) vacation is requested for an even number of weeks and begins on a regular weekend off;
 - (b) the nurse agrees to work consecutive weekends prior to and/or after the vacation period;
 - (c) the nurse agrees to take a day in lieu of a banked statutory holiday, or an additional vacation day, for the additional day off needed (for the other weekend off).
- G.6** Requests for changes in vacation periods received after May 1st must be in writing to the Immediate Supervisor 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 shall be submitted in writing to the Immediate Supervisor on the vacation planner at the latest by April 1st. In such cases, confirmation of granted leave shall be confirmed to the nurses by May 1st of each year. Prior to the preparation of each schedule, special requests can also be presented in writing to the Immediate Supervisor but such leave will be granted on the basis of first come first serve and only when replacement capacity permits.
- 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 provided to the Union on a quarterly basis. The employer shall post a seniority list twice a year.

H.3 The Employer shall provide bulletin boards for the use of the Association as per the current practise at both sites. 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.

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 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 or error on the pay will be adjusted on the next pay cheque. If the omission is equivalent to one half (1/2) tour or more, the nurse may request to be paid within the next three (3) working days.

H.7 Prepaid Leave

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

H.8 The Employer shall provide the Local Association with a list of name, address and phone number of the bargaining unit member one (1) time per year. Request of such shall be made one month in advance to the Director of Human Resources.

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.

ARTICLE K – EMPORARY POSITIONS

In exercising its direction in filling temporary vacancies, the Hospital agrees to the following:

- K.1 For any vacancies which are not expected to exceed ninety (90) calendar days:
- (a) A consideration will be given to regular part-time nurses on the nursing unit in question on the basis of seniority who are qualified to perform the work in question according to skills, ability, experience and qualifications.
 - (b) If no such employees are available, such position will be offered to casual nurses according to seniority, skills, ability, experience and qualifications.
 - (c) If no casual nurses are available, such position will be offered to full-time nurses on the nursing unit in question on the basis of seniority, skills, ability, experience and qualifications.
- K.2 In cases of vacancies which are expected to exceed ninety (90) calendar days but not more than 35 weeks:
- (a) Consideration will be given to regular part-time nurses on the unit on the basis of seniority who are qualified to perform the work in question according to skills, ability, experience and qualifications. If no regular part-time member available on the unit, the position shall be offered to regular part-time in the hospital then to casual nurses.
 - (b) If no such part-time nurse is available, the position will then be posted according to article 10.06 (a) of the Central Collective Agreement.
 - i) the mention "temporary position" will appear on all the posting;
 - ii) all nurses working at the Sisters of Charity of Ottawa Hospital will be given the opportunity to apply in accordance with article 10.06 (a);
 - iii) the selection of applicant would be done in accordance with article 10.06 (c) of the Central Collective Agreement.

- iv) if another vacancy is created as a result of such a posting, the second vacancy will also be posted in the same manner. Any subsequent vacancies will be offered by seniority to any nurse on the casual seniority list.

K.3 Vacancies enunciated in article 10.06 (d) which are expected or known to exceed 35 weeks will be posted in accordance with article 10.06 (a).

Dated at Ottawa Ontario, this 1st day of June, 2001.

FOR THE EMPLOYER

FOR THE UNION

[Signature]

R. Baileau LRO
Labour Relations Officer

[Signature]

Vicki Brothers RN - BUP
Heather McDonald RN

[Signature]
Denielle Rochon

Barbara Boyd RN
[Signature]

[Signature]
Anne Laporterie

LETTER OF UNDERSTANDING

Between:

THE SISTERS OF CHARITY OF OTTAWA HEALTH SERVICES

And:

ONTARIO NURSES' ASSOCIATION

Extended Tours

The Employer agrees to meet with the Association upon request 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 80% 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 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.

The Employer agrees to not undertake any layoffs in order to implement extended tours.

Dated at *Ottawa* Ontario, this *1st* day of *June*, 2001.

FOR THE EMPLOYER

[Signature]

Jennifer Guethle

[Signature]

Danielle Rochon

[Signature]

Anne Lafortune

FOR THE UNION

R. Boleau LRO
Labour Relations Officer

Vicki Brothers RN-BUP

Heather McDonald RN

Barbara Boyden
their request

LETTER OF UNDERSTANDING

Between:

THE SISTERS OF CHARITY OF OTTAWA HEALTH SERVICES
(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 Central 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 Immediate Supervisor shall be made in accordance with the applicable Collective Agreement.
- (d) When required by the Immediate Supervisor, the Employees who are signatories to this Agreement shall replace each other except agreed otherwise by all parties during vacations, sick leave, statutory holidays or during any absence, in order to ensure that service is not affected.

If one of the job sharer leaves the arrangement, the remaining job sharer shall have the option of continuing in the full-time position. If she does not accept the full-time position the remaining portion of the job sharing shall be posted as per the collective agreement.

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.

Dated at Ottawa Ontario, this 1st day of June, 2001.

FOR THE EMPLOYER

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

FOR THE UNION

[Signature]
Labour Relations Officer

[Signature] RN-BUP

[Signature] RN

[Signature]
[Signature]

LETTER OF INTENT

Between:

THE SISTERS OF CHARITY OF OTTAWA HEALTH SERVICE
(hereinafter called the "Hospital")

And:

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

Should the need arise for weekend workers and/or innovative scheduling, the parties agree to negotiate such language at a later date. Should the parties agree, the language will form part of the collective agreement.

Dated at Ottawa Ontario, this 1st day of June, 2001.

FOR THE EMPLOYER

[Signature]
Joseph Guattaro
[Signature]
Danielle Rochon
[Signature]
[Signature]

FOR THE UNION

[Signature] LRO
Labour Relations Officer
Vicki Beethers RN-BUP
[Signature]
[Signature]