

signed

SOURCE	D.N.A.		
WAGES EFF.	91	04	01
TERM.	93	03	31
No. OF EMPLOYEES	131		
NOMBRE D'EMPLOYÉS	131		

FULL-TIME COLLECTIVE AGREEMENT

Between

RIVERSIDE HOSPITAL OF OTTAWA
(Hereinafter called the "Hospital")

And

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

5876

Expiry: March 31, 1993

SEP 24 1992

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- 22.02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.
- 22.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation within thirty (30) days after the giving of notice, if requested to do so.
- 22.04 Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, the parties will meet to determine the procedures to be followed.

ARTICLE 23

23.01 Attached hereto and forming part of this Agreement are the following appendices:

- Appendix 1 - O.N.A. Grievance Form
- Appendix 2 - List of Professional Responsibility Assessment Committee - Chairpersons
- Appendix 3 - Salary Schedule
- Appendix 4 - Superior Conditions - If Any
- Appendix 5 - Appendix of Local Provisions

ARTICLE 24 - LAYOFF DISPUTE

24.01 The parties have agreed to submit their dispute concerning Employers' proposal #5 with regards to layoff procedures to binding interest arbitration in accordance with the Hospital Labour Disputes Arbitration Act. It is understood that this Agreement will be amended to incorporate new or amended provisions that may result from the arbitration award.

Signed at Orléans, Ontario, this 9th day of June, 1992

For the Hospital:

Eleanor S. [Signature]

For the Association:

[Signature]
[Signature]

APPENDIX 2

LIST OF PROFESSIONAL RESPONSIBILITY
ASSESSMENT COMMITTEE - CHAIRPERSONS

The following nurses have allowed their names to stand as Chairpersons
- Nursing Assessment Committees - in the above named sector.

1. Dr. Alice Baumgart
School of Nursing
Queen's University
Kingston, Ontario
2. Miss Margaret Charters
Assistant Administrator
Nursing and Patient Care
Hamilton General Hospital
Hamilton, Ontario
3. Mrs. Roxy Edwards
Executive Director
Bruce Peninsula Health Serv.
Warton, Ontario
4. Dr. Josephine Flaherty
Principal Nursing Officer
Health and Welfare Canada
Ottawa, Ontario
5. Ms. Gwen Hefferman
Director of Nursing Education
Ottawa Civic Hospital
Ottawa, Ontario
6. Ms. Pat Kirkby
Dean, School of Health
Sciences and Human Services
Fanshawe College
London, Ontario
7. Ms. Louise Lemieux-Charles
Doctoral Candidate
Health Administration
London, Ontario
8. Mrs. Maxine Pastirik
Program Developer
Niagara College of Applied
Arts & Technology
Welland, Ontario
9. Dr. Lucille Peszat
Canadian Centre for Stress
and Well Being
Toronto, Ontario
10. Mrs. Helen Taylor
Health Care Consultant
M.I. Administrative Serv. Ltd.
Scarborough, Ontario
11. Ms. Judy Tiivel
Co-ordinator
Nursing Computer Project
Toronto Western Hospital
Toronto, Ontario
12. Ms. Kathleen Webb
Director of Nursing
Humber Memorial Hospital
Weston, Ontario

APPENDICES TO THE
FULL-TIME COLLECTIVE AGREEMENT

between

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Expiry: March 31, 1993

APPENDIX 3 - SALARY SCHEDULE
FULL-TIME NURSES - MONTHLY RATES

<u>START</u>	<u>AFTER</u> <u>1 YEAR</u>	<u>AFTER</u> <u>2 YEARS</u>	<u>AFTER</u> <u>3 YEARS</u>	<u>AFTER</u> <u>4 YEARS</u>	<u>AFTER</u> <u>5 YEARS</u>	<u>AFTER</u> <u>6 YEARS</u>	<u>AFTER</u> <u>7 YEARS</u>	<u>AFTER</u> <u>8 YEARS</u>
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NURSE CLINICIAN. CLINICAL TEACHER

Effective April 1, 1991

2835.66 2988.30 3053.01 3196.41 3322.11 3449.27 3577.71 3705.82 3835.10

Effective Oct. 1, 1991

2835.66 2988.30 3053.01 3196.41 3365.26 3492.39 3620.81 3792.01 3964.38

Effective April 1, 1992

2835.66 2988.30 3113.54 3282.81 3451.55 3621.74 3836.33 4050.55 4266.02

CLINICAL NURSE SPECIALIST GERIATRICS

Effective April 1, 1992

2915.23 3070.47 3139.31 3313.72 3488.11 3662.52 3880.53 4098.54 4316.55

REGISTERED NURSE

Effective April 1, 1991

2732.17 2877.67 2941.67 3083.33 3208.33 3333.33 3458.33 3583.33 3708.33

Effective Oct. 1, 1991

2732.17 2877.67 2941.67 3083.33 3250.00 3375.00 3500.00 3666.67 3833.33

Effective April 1, 1992

2732.17 2877.67 3000.00 3166.67 3333.33 3500.00 3708.33 3916.67 4125.00

APPENDIX 3 - SALARY SCHEDULE
FULL-TIME NURSES - MONTHLY RATES

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

GRADUATE NURSE

Effective April 1, 1991

2561.01 2701.24 2782.61 2900.70 3025.03 3145.05

Effective Oct. 1, 1991

2561.01 2701.24 2782.61 2900.70 3064.96 3184.99

Effective April 1, 1992

2561.01 2701.24 2837.98 2980.18 3143.12 3266.21

APPENDIX 4

SUPERIOR CONDITIONS

Previously existing conditions retained as provided for in the O'Shea Arbitration Award dated October 23, 1981, include the following:

A. Vacation

Nurses on staff March 31, 1988 and receiving at that time an annual vacation of five (5) weeks with pay at their regular rate of pay will continue to receive such benefits.

B. Education Leave and Bonus

Present educational bonus policy is to continue for nurses employed prior to the commencement of the first agreement, in force from October 1, 1975 and shall be as follows:

- (i) University preparation is recognized for Charge Nurses only. This amount is \$40.00 per month for one year University preparations and \$80.00 per month for a degree of a baccalaureate.
- (ii) Short speciality courses of four or more months are recognized for Charge Nurses and General Staff Nurses, provided that the special preparation is related to the area of her work. This amount will be \$15.00 per month.

APPENDIX 5

To The

FULL-TIME COLLECTIVE AGREEMENT

Between

RIVERSIDE HOSPITAL OF OTTAWA
(Hereinafter called the "Hospital")

And

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

APPENDIX 5

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
A	Recognition	59
B	Management Rights	59
C	Committees and Representatives	60
D	Seniority List	60
E	Leave of Absence for Association Business	60
F	Compressed Work Week	61
G	Paternity Leave	61
H	Scheduling Regulations	62
I	Vacation	63
J	Paid Holidays	64
K	General Conditions	64
L	Bulletin Board	65
M	Retirement	65
N	Definitions	65
O	Interview	65
P	Dues Deduction List	65
Q	Registration	65
R	Prepaid Leave Plan	65
S	Miscellaneous	66
T	Health and Safety	66

APPENDIX 5

APPENDIX OF LOCAL PROVISIONS

ARTICLE A - RECOGNITION

- A.1 By virtue of the certificates issued by the Ontario Labour Relations Board, dated February 11, 1975, and the accompanying decisions regarding the composition of the Bargaining Units, the Hospital recognizes the Association as the exclusive bargaining agent of all its Registered and Graduate Nurses engaged in a nursing capacity save and except Nurse Manager, persons above the rank of Nurse Manager, Infection Control Nurse, Director, Nursing Practice & Education, Health Nurse, and students employed during school vacation.

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:

The right to maintain order, discipline and efficiency, and in connection therewith 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, suspend or dismiss Nurses for just cause.

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.

- B.3 The right to select, hire, retire, discipline, dismiss, transfer, assign, promote, demote, classify, lay-off, recall, suspend Nurses and select Nurses for positions covered by this Agreement.

- B.4 The sole and exclusive jurisdiction over all operations, buildings, machinery and equipment vested in this Hospital.

- B.5 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.6 The Hospital agrees that in exercising its rights, as enumerated above, it will do so in a manner not inconsistent with the provisions of this Agreement.

ARTICLE C - COMMITTEES AND

- C.1 Nurse Representatives - There shall be twelve nurse representatives, two (2) of whom shall be part-time nurses.
- C.2 Negotiating Committee - There shall be a Negotiating Committee composed of three (3) nurses, one of whom shall be a part-time nurse.
- C.3 Grievance Committee - There shall be a Grievance Committee composed of three (3) nurses.
- C.4 Association Hospital Committee - There shall be an Association Hospital Committee composed of three (3) members of the Association, one of whom may be a part-time nurse and three (3) representatives of the Hospital, one of whom shall be the Director of Nursing.
- C.5 Nurse representatives, 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.

ARTICLE D - SENIORITY LIST

- D.1 The Hospital will provide the Association with a seniority list each July 15th that will include seniority data as at June 30th of that year. A second list will be provided each January 15th that will include seniority data as at December 31st. For the purposes of posting, the seniority list shall contain only the nurses name, and hours worked.
- D.2 The Hospital will provide the Association with a master address list as at January 15th annually. This list shall also include Social Insurance Number. Additions, deletions or changes to the master list shall be provided to the Association quarterly.

ARTICLE E - LEAVE OF ABSENCE FOR ASSOCIATION BUSINESS

- E.1 Upon written request, leaves of absence for Association business as defined under Article 11.02 shall be granted pursuant to the following provisions:

- (1) Adequate notice of at least two (2) weeks is given to the Hospital.

- (2) That not more than four (4) nurses at any one time be allowed to leave, conditional upon not more than one (1) of these nurses being from the same duty unit of the Hospital.
- (3) That the total number of days in any one calendar year for such leave for all employees not exceed one hundred (100).

ARTICLE F - COMPRESSED WORK WEEK

- F.1 It is understood that in certain wards and units of the Hospital there exists a practice of working an eleven and one-quarter hour day. It is also understood that the average work week in such cases is 37 1/2 hours per week. Provided this practice continues to meet with approval of the Director of the Employment Standards Branch of the Ministry of Labour, the Hospital will continue the practice. Nurses affected by this practice will not be disadvantaged in any way with regard to scheduling, tour differential, responsibility allowance, paid holidays, and sick leave. Authorized work in excess of the normally scheduled hours in accordance with this practice will result in overtime compensation. The extended tour of duty, as herein provided, may be discontinued on a specific unit where the majority of nurses affected so request this in writing. Where the Hospital may consider this practice to be inefficient, the practice may be discontinued with a minimum thirty (30) days of such notice.
- F.2 The eleven and one-quarter hour shift on any unit may be implemented only with the understanding that a six (6) month trial period may be necessary (followed by a secret vote of the staff) along with a decision on the part of management that patients' needs are being met.
- F.3 Where the compressed work week is to be implemented by the Hospital or discontinued at the request of the nurses, as provided herein, a vote by secret ballot may be conducted where the "majority", as referred to herein, is used, it may be interpreted to mean seventy-five percent (75%) majority of these full-time nurses eligible to vote.

ARTICLE G - PATERNITY LEAVE

- G.1 After 12 months of service, a male employee whose spouse becomes pregnant will be given leave of absence without loss of seniority on the occasion of the birth of his child on the following basis:
- (a) The employee will inform the employer as early as possible of the expected date and whether he desires

to be off before or after the delivery.

- (b) Leave of absence without pay shall be given for one (1) week.
- (c) Additional periods of leave may be granted at the discretion of the employer.

ARTICLE H - SCHEDULING REGULATIONS

H.1 Schedules shall be posted at least one (1) week in advance and shall cover at least a one (1) week period unless mutually agreed to by the nurse and the Hospital. Requests for time off/scheduling adjustments to posted time schedules must be submitted to the Nurse Manager in writing two (2) weeks in advance of the requested date except under extenuating circumstances.

Requests for shift switches must be submitted in writing to the Nurse Manager for approval, co-signed by the nurse willing to exchange days off or tour of duty.

H.2 The Hospital shall attempt to schedule a General Staff Nurse for an average of one (1) weekend off in two (2) weeks. A full-time nurse will receive premium pay as provided in Article 14.03 for all regularly scheduled hours worked on a third and subsequent consecutive weekend save and except where:

- such weekend has been worked by the nurse to satisfy specific days off requested by such nurse: or
- such nurse has requested weekend work; or
- such weekend is worked as the result of an exchange of shifts with another nurse.

H.3 At least sixteen (16) hours time off shall be scheduled when tours of duty are changed, and forty-eight (48) hours time off after a night tour of duty unless as may be otherwise agreed to between the nurse and the Hospital.

H.4 Schedules may provide for more than five (5) consecutive tours of work but not more than eight (8) consecutive tours of work without days off. For those who work the extended tours, not more than four (4) consecutive tours may be scheduled. These restrictions shall not apply where an arrangement can be made which is mutually satisfactory to the parties.

H.5 For the nurse who normally rotates tours, the length of normal working periods on evening or night rotation shall not exceed seven (7) calendar days in duration except in

extenuating circumstances. For those who work the extended tours, the length of normal working periods on the evening or night rotation shall not exceed four (4) tours.

H.6 The scheduling regulations may be waived during the Christmas and New Year's period (December 15th to January 15th) so all nurses who have requested will receive five (5) or more consecutive days off at either Christmas or New Year's. Time off at Christmas shall include December 24th, 25th and 26th if requested and time off at New Year's shall include December 31st, January 1st and January 2nd if requested. Requests for time off at Christmas must be submitted no later than October 15th and Christmas schedules shall be posted no later than November 15th of each year.

H.7 In nursing units where the banking of overtime has been approved, the number of hours to be banked shall not exceed forty (40) hours. Scheduling of such hours shall be by mutual agreement. If accumulated overtime hours exceeds the forty (40) hour limit, such excess hours over the forty (40) hour limit will be paid out.

H.8 Notwithstanding the above, the parties recognize that there shall not be a schedule established by the Hospital for nurses in the Birthing Centre. Rather, the nurses develop their own flexible work hours and the length of the daily tour for each nurse will vary from day to day according to the hours of work which the nurse establishes for herself based on the needs of the clients for whom she is caring.

ARTICLE I - VACATION

I.1 A nurse shall submit her written request for vacation period at least two months before the prime vacation times of Spring (week of March Break) and summer (June 15 - September 15). At other times, two weeks notice shall be given, except in extenuating circumstances. Prime time vacation requests shall be finalized one (1) month in advance. Other vacation requests shall be finalized one (1) week in advance except in extenuating circumstances. The Hospital will endeavour to schedule earned leave on as equitable a basis as possible and having regard to the efficient operation of the Hospital. Where a dispute arises as between nurses on the same nursing unit requesting the same earned leave times and such request cannot be accommodated by the Hospital then seniority shall apply.

I.2 Each nurse shall receive during the first incomplete year of service, 1½ working days for each month worked, with the right to take the days as they are accumulated.

For the purpose of calculating earned leave and eligibility, the vacation year shall be from the nurse's date of hire.

Nurses shall accumulate vacation credits in accordance with Article 16 of the Full-time Collective Agreement.

Vacation credits taken but not earned may be deducted from the nurse's terminal pay cheque. Vacation credits earned but not taken shall be paid out on the nurse's terminal pay cheque.

ARTICLE J - PAID HOLIDAYS

J.1 The Employer agrees to recognize the following paid holidays:

New Year's Day	Civic Holiday
2nd Mon. in February	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
May 24th - Queen's Birthday	Christmas Day
July 1	Boxing Day

J.2 The Hospital will endeavour to schedule time off for recognized holidays as equitably as possible amongst nurses in the same unit. Where a dispute arises seniority will be the deciding factor in scheduling except in cases where requests are submitted after the established deadlines.

J.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. This shall not apply to nurses working the Compressed Work Week.

J.4 A lieu day shall be scheduled by mutual consent between the Hospital and the full-time nurses within a period of sixty (60) days of the date 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 K - GENERAL CONDITIONS

K.1 Where any provisions 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.

ARTICLE L - BULLETIN BOARD

L.1 The Hospital shall provide bulletin board space for the purpose of posting Association Notices. All such notices must be approved by the President of the Association or her designate. Notices of general and special meetings may be posted in the O.R. and Case Room.

ARTICLE M - RETIREMENT

M.1 At the discretion of the Hospital, the retirement date for all nurses shall be first of the month following the date on which the nurse reaches the retirement age.

ARTICLE N - DEFINITIONS

N.1 Wherever the word "Administrative Co-ordinator" or "Nurse Manager" is used in this Agreement, it shall be considered as meaning the first supervisory level excluded from the Bargaining Unit.

ARTICLE O - INTERVIEW

O.1 The interview referred to in Article 5.06 shall take place during orientation.

ARTICLE P - DUES DEDUCTION LIST

P.1 This list shall contain the following information:

Social Insurance Number, name, status changes, transfers and termination and new hires.

ARTICLE U - REGISTRATION

Q.1 Article 2.02 of the Collective Agreement applies to nurses hired after October 23, 1981.

ARTICLE R - PREPAID LEAVE PLAN

R.1 The total number of registered nurses including both full-time and part-time to be absent at any one time under the prepaid leave plan shall be 7. Such leave shall be limited by program with no more than 1 nurse being absent from each of the obstetrical, critical care and operating room programs and no more than two nurses being absent from each of the medical and surgical programs at any one time.

In addition, 1 nurse clinician at any one time will be allowed such leave.

ARTICLE S - MISCELLANEOUS

S.1 With consent of the nurse, the Hospital will notify the President of the Local Nurses' Association of the names of all nurses off work due to a work related injury (whether or not the nurses are in receipt of WCB Benefits) and those on LTD by the 15th of each month.

ARTICLE T - HEALTH AND SAFETY

- T.1
- a) The Hospital will notify the President of the Local Nurses' Association of the names of all nurses who go off work due to a work related injury or who are on L.T.D.
 - b) When it has been medically determined that an employee is unable to return to the full duties of her position due to a disability, the Hospital will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the local executive to discuss the circumstances surrounding the employee's return to suitable work.
 - c) The Hospital agrees to provide the employee with a copy of the Workers' Compensation Board Form 7 at the same time it is sent to the Board.