

signed

SOURCE	O. N. A		
Wages EFF.	91	04	01
TERM.	93	03	31
No. OF EMPLOYEES	237		
NOMBRE D'EMPLOYÉS	JF		

PART-TIME COLLECTIVE AGREEMENT

Between

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

And

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

Expiry: March 31, 1993

5877

SEP 24 1992

0587705

ARTICLE 23 - LAYOFF DISPUTE

23.01 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 Ottawa, Ontario, this 14th June, 1991

FOR THE HOSPITAL

Eleanor S. Blum

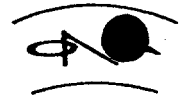
FOR THE ASSOCIATION

Karen Leeder
Penny Craig

WRITE CLEARLY -- PRESS FIRMLY WITH BALL POINT PEN ON A HARD SURFACE



ONTARIO NURSES' ASSOCIATION GRIEVANCE REPORT



STEP	DATE SUBMITTED TO EMPLOYER
1.	
2.	
3.	

ONA LOCAL EMPLOYER

GRIEVOR
DEPARTMENT

GRIEVANCE
NUMBER

NATURE OF GRIEVANCE AND DATE OF OCCURRENCE

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SETTLEMENT REQUESTED

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SIGNATURE OF GRIEVOR

SIGNATURE OF ASSOCIATION REPRESENTATIVE

STEP

EMPLOYER'S ANSWER

DATE:

SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE

ONE



DATE RECEIVED BY LOCAL

STEP

EMPLOYERS ANSWER

DATE:

SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE

TWO



DATE RECEIVED BY LOCAL

STEP

EMPLOYER'S ANSWER

DATE:

SIGNATURE & POSITION OF EMPLOYERS REPRESENTATIVE

THREE



DATE RECEIVED BY LOCAL

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.
Wiarton, 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
PART-TIME COLLECTIVE AGREEMENT

between

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

and

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

Expiry: March 31, 1993

APPENDIX 3 - SALARY SCHEDULE
PART-TIME NURSES - 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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CHILDBIRTH ED., PROG. COORD.

Effective April 1, 1991

17.45	18.39	18.79	19.66	20.44	21.23	22.00	22.80	23.61	24.39
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Effective Oct. 1, 1991

17.45	18.39	18.79	19.66	20.71	21.50	22.27	23.31	24.41	25.46
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Effective April 1, 1992

17.45	18.39	19.16	20.20	21.24	22.30	23.59	24.90	26.26	27.58
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REGULAR PART-TIME RN, CASUAL PART-TIME RN

Effective April 1, 1991

16.81	17.71	18.10	18.97	19.74	20.51	21.28	22.05	22.82	23.59
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Effective Oct. 1, 1991

16.81	17.71	18.10	18.97	20.00	20.77	21.54	22.56	23.59	24.62
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Effective April 1, 1992

16.81	17.71	18.46	19.49	20.51	21.54	22.82	24.10	25.38	26.67
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REGULAR PART-TIME GRADUATE NURSE, CASUAL PART-TIME GRADUATE NURSE

Effective April 1, 1991

15.76	16.62	17.12	17.85	18.62	19.35
-------	-------	-------	-------	-------	-------

Effective Oct. 1, 1991

15.76	16.62	17.12	17.85	18.86	19.60
-------	-------	-------	-------	-------	-------

Effective April 1, 1992

15.76	16.62	17.46	18.34	19.34	20.10
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* These rates do not include the percentage in lieu.

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

Part-time nurses on staff March 31, 1988 and receiving at that time a vacation pay entitlement of 10% of gross earnings shall continue to receive such vacation pay.

B. If a part-time nurse works any of the paid holidays listed in J.1 of Appendix 5, she shall be paid at the rate of 1 1/2 for all hours worked.

APPENDIX 5

To The

PART-TIME COLLECTIVE AGREEMENT

Between

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

And

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

APPENDIX 5

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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 of Inservice 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 REPRESENTATIVES

- 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 Nurses.
- C.5 Nurses 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 two (2) 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 part-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 Where possible, for regular part-time nurses, 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 charge nurse for approval and co-signed by the nurse willing to exchange days off or tour of duty.
- H.2 A part-time nurse will receive premium pay as provided for in Article 14.03 for all regularly scheduled hours worked on a fourth 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 twenty-four (24) 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 15 - January 15) 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 15 and Christmas schedules shall be posted no later than November 15 of each year.

H.7 Regular Part-time

- (i) The nurse must be available if required by the Hospital to work ten (10) calendar months of the year.

Her commitment will include the following conditions:

- at least two (2) shifts per week (a week is defined as Saturday through Friday inclusive);
- one (1) weekend in four (4);
- any four (4) weeks between July 1 and August 31 (at least two (2) shifts per week);
- that she be available December 24 and 25 or December 31 and January 1.

- (ii) As of April 1, 1988 newly hired regular part-time nurses and any other nurse currently within *the* bargaining unit who transfers to a prescheduled regular part-time position shall be available to work:

- a minimum of two (2) shifts per week on a rotational basis.
- more than 1 rotational shift.
- either Christmas or New Years on an alternating basis.
- one (1) weekend in two (2).

- (iii) For regular part-time nurses covered under H.7 (i) who choose to leave their current part-time positions and retain their regular part-time status; the scheduling regulations of H.7 (ii) will apply.

H.8 It is expected that nurses will alternate working Christmas and New Year's. Where a dispute arises she shall work the opposite of the previous year.

H.9 The Hospital will endeavour to book replacement and extra shifts as equitably as possible amongst part-time nurses on the unit,

H.10 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 shall develop their 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 regular part-time 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. Vacation entitlement shall be measured as of January 1st of each year.

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 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.

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, new employees status, changes, transfers and termination.

ARTICLE Q - 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 pre-paid 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.