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APPENDIX 5

To The

COLLECTIVE AGREEMENT

(Combined Full-time and Part-time)

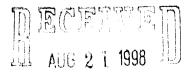
Between

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

And

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

Article A - Recognition Article B - Management Rights Article C - Association Representation Article D - Leave of Absence - Association Business (Local) Article E - Hours of Work - Scheduling Article F - Job Sharing Article G - Paid Holidays Article H - Vacations Article I - Pre-Paid Leave Article J - General Article K - Workers' Compensation and Reinstatement Article L - Car Allowance



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ARTICLE A - RECOGNITION

- A.1 By virtue of the Certificate issued by the Ontario Labour Relations Board, dated March 25, 1975, and the accompanying decision with respect to the composition of the Bargaining Unit, the Hospital recognizes the Ontario Nurses' Association as the exclusive bargaining agent of all its Registered Nurses engaged in a nursing capacity save and except Discipline Leaders Nursing, Clinical Nurse Advisors, Nursing Co-ordinators, Service Co-ordinators, Staff Health Nurses, Clinical Nurse Consultants, persons equal to or above the rank of Discipline Leaders Nursing, Clinical Nurse Advisors, Staff Health Nurses, Staff Health Nurses, Staff Health Nurses, Staff Health Nurses, Clinical Nurse Advisors, Nursing Co-ordinators, Service Co-ordinators, Staff Health Nurses, Clinical Nurse Consultants, nurses regularly employed for **less** than five (5) tours per week, students employed during the school vacation periods and persons covered by subsisting collective agreements.
- A.2 By virtue of the Certificate issued by the Ontario Labour Relations Board, dated May 31, 1976, and the accompanying decision with respect to the composition of the Bargaining Unit, the Hospital recognizes the Association as the exclusive bargaining agent of all its Registered Nurses engaged in a nursing capacity regularly employed for less than five (5) tours per week save and except Discipline Leaders Nursing, Clinical Nurse Advisors, Nursing Co-ordinators, Service Co-ordinators, Staff Health Nurses, Clinical Nurse Consultants, persons equal to or above the rank of Discipline Leaders Nursing, Clinical Nurse Advisors, Staff Health Nurses, Clinical Nurse Advisors, Nursing Co-ordinators, Staff Health Nurses, and except Advisors, Nursing Co-ordinators, Service Co-ordinators, Staff Health Nurses, Clinical Nurse Advisors, Nursing Co-ordinators, Service Co-ordinators, Staff Health Nurses, Clinical Nurse Advisors, Nursing Co-ordinators, Service Co-ordinators, Staff Health Nurses, Clinical Nurse Advisors, Nursing Co-ordinators, Service Co-ordinators, Staff Health Nurses, Clinical Nurse Advisors, Nursing Co-ordinators, Service Co-ordinators, Staff Health Nurses, Clinical Nurse Consultants, students employed during the school vacation periods and persons covered by subsisting collective agreements.

ARTICLE B - MANAGEMENT RIGHTS

- **B.1** Except as specifically abridged, delegated, granted or modified by this Agreement, all the rights, powers and **authority** of Management are retained by the Management and remain exclusively and without limitation within the rights of Management.
- **B.2** Without limiting the generality of the foregoing, Management's rights include:
 - (a) The right to maintain order, discipline and efficiency, and in **connection** herewith to make, alter and enforce from time to time, reasonable rules

and regulations, policies and practices, to be observed by its nurses, and the right to discipline or dismiss nurses for just cause.

- (b) The direction of the working forces; the right to plan, direct and control the operation of the Hospital; the right to introduce new and improved methods, facilities and equipment; the right to determine the amount of supervision necessary; combining or splitting up departments, work schedules, establishment of standards and quality of care, the determination of the extent to which the Hospitalwill be operated and the increase or decrease in employment.
- (c) The right to select, hire, retire, transfer, assign, promote, demote, classify, lay-off, recall and to discipline, suspend or dismiss nurses for just cause.

The right to select nurses for positions not covered by this agreement.

- (d) The **sole** and exclusive jurisdiction over all operations, buildings, machinery and equipment vested in this Hospital.
- (e) The right to generally operate the Hospital in a manner consistent with the obligations of the Hospital to the general public in the community served.
- **B.3** The Hospital agrees that in exercising its rights, as enumerated above, it will do so in a manner not inconsistent with the provisions of this Agreement.

ARTICLE C - ASSOCIATION REPRESENTATION

- **C.** There shall be a Negotiating Committee of not more than four (4) Association members from both the full-time and part-time bargaining units.
- **C.2** (a) The Association may appoint up to six (6) Nurse Representatives to represent the psychiatric and rehabilitation departments. (Full-time)
 - (b) The Association may appoint up to four (4) Nurse Representatives to represent the psychiatric and rehabilitation departments. (Part-time)
 - (c) Should the nurse representative be transferred to the full-time bargaining unit, she shall continue to be recognized by the Employer as the nurse representative of the part-time nurses for a period of one (1) month for

the purpose of completing the processing of any grievance which she may have been handling at the time of her transfer. It is understood that this Section shall not apply should the nurse representative be transferred or promoted to a position not covered by the scope of this agreement or the agreement covering full-time nurses.

- (d) The nurse representative, committee members and Association officers will be responsible for supplying their supervisors with information as to time off as required by the terms of this agreement.
- C.3 There shall be an Association Grievance Committee of up to four (4) nurses to represent both the full-time and part-time bargaining units. No more than three (3) members of the committee at any one time will attend any meeting with the employer pursuant to Article 7.
- C.4 The Hospital-Association Committee shall be composed of four (4) nurses from the local Association bargaining units and up to four (4) Hospital representatives.
- C.5 The Hospital shall arrange with the President of the local Association or her designate for interview time with newly hired nurses.

ARTICLE D - LEAVE OF ABSENCE - ASSOCIATION BUSINESS [LOCAL]

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- D.1 Association leave will be granted pursuant to the following provisions:
 - (a) Adequate notice of at least two (2) weeks is given to the Hospital. Where less than two (2) weeks notice is given a leave may be approved at the discretion of the Administrative Director or delegate.
 - (b) i. That not more than four (4) full-time nurses at any one time be allowed such leave, conditional upon these nurses not being from the same duty area of the Hospital.
 - ii. That not more than three (3) part-time nurses at any one time be allowed such leave.
 - iii. That the total number of days in any one calendar year for such leave for **all** nurses not exceed twenty (20). (Part-time)

(c) That the total number of days in any one calendar year for such leave for all nurses not exceed sixty (60). (Full-time)

ARTICLE E - HOURS OF WORK - SCHEDULING (Full-time)

- **E.1** One or both rest periods may be granted in conjunction with the meal period. Such request shall not be unreasonably denied.
- E.2 Time off in lieu of authorized overtime shall be scheduled at a mutually agreeable time.
- E.3 (a) The night shift shall be considered the first shift of the day for purposes of scheduling.
 - (b) Schedules shall be posted at least two (2) weeks in advance and shall cover at least a two (2) week period unless mutually agreed to by the nurse and the Hospital. Requests for change in posted time schedules must be submitted in writing and co- signed by the nurse willing to exchange days off or tour of duty. In any event it is understood that such change of a tour of duty initiated by the nurse and approved by the Hospital shall not result in overtime payment to either of the nurses.
- E.4 (a) The Hospital will normally schedule *two* (2) weekends off in four (4) unless mutually agreed otherwise or in the event of a staffing crisis.
 - (b) A nurse will receive premium pay for all hours worked on a third and subsequent consecutive weekend except where:
 - (1) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - (2) such nurse has requested weekend work; or
 - (3) such weekend is worked as the result of an exchange of shifts with another nurse.
 - (c) It is understood that a weekend consists of fifty- six (56) consecutive hours off work during the period following the completion of the Friday day shift until the commencement of the Monday day shift.
- E.5 Every consideration will be given by the Hospital to a nurse who requests to work evening or night tours on a permanent basis.

- E.6 At least sixteen (16) hours time off shall be scheduled when tours of duty are changed and forty-eight (48) hours time off when transferring from night shift to another shift, unless as may otherwise be agreed to between the nurse and the Hospital.
- E.7 Schedules may provide for more than five (5) consecutive tours of work, but no more than seven (7) consecutive tours of work without days off, unless mutually agreed otherwise. The Hospital however, will endeavour to schedule no more than six consecutive tours without days off.
- E.8 For the nurse who normally rotates tours, the length of normal working periods on evening or night rotation, shall not exceed fourteen (14) calendar days in duration except in extenuating circumstances.
- E.9 The Hospital will schedule five (5) consecutive days off at either Christmas or New Year's so that a nurse will have either period off. The Hospital may at its discretion, waive all other scheduling requirements during this period. The scheduling of time off at Christmas or New Year's shall be done on a nursing unit basis according to bargaining unit seniority unless mutually agreed otherwise.

E.10 <u>Extended Tours</u>

- 1. Extended hour tours will be implemented in a unit when at least 75% of the full-time and regular part-time nurses on that unit indicate by secret ballot that they wish extended tours and the Director of the Employment Standards Branch of the Ministry of Labour gives approval. Failure to achieve 75% will require a six (6) month wait before a new vote can be taken.
- 2. Extended hour tours will be discontinued at any time after six (6) months of the implementation of such tours if at least **51%** of the nurses involved indicate in a secret ballot that they no longer wish to work extended tours or where the Hospital reasonably considers the practice to be inefficient and\or ineffective.
- 3. The following provisions apply to nurses who work extended tours:
 - a) Nurses who work extended tours shall be scheduled off at least every second weekend.

- b) No more than four (4) consecutive extended tours shall be scheduled, unless by mutual agreement.
- E.11 Nurses who attend any scheduled committee meetings at the request of nursing management shall have all hours in attendance counted as hours worked.

ARTICLE E - HOURS OF WORK - SCHEDULING (Part-time)

- E.12 a) Upon employment a part-time nurse is assigned to one of the following categories of employment status as follows:
 - Regular Part-time: Nurses will be scheduled to work on specified shifts in the Nursing Unit to which they are assigned and in accordance with the units cyclical rotation.
 - Casual Part-time: Nurses will be requested to work on a nonpredetermined basis and will declare on a **bi**weekly basis their availability or non-availability for work on specified days of the next **two** week period.

The nurse who declares availability for any tour and later becomes unavailable for work shall notify the Hospital as soon as this change of circumstances becomes known.

- b) i. Full-time members will be scheduled as prescribed in the collective agreement.
 - **II.** Regular part-time members will be scheduled up to their commitment.
 - **iii.** Any remaining available shifts, prior to posting of the final schedules, will be assigned to available regular part-time members of the work unit for the Carling site and regular part-time members of the Rehab. Site, up to full-time hours, in order of seniority. Shifts shall be assigned under this section based on nurses' declared availability.
 - iv. Once schedules are posted, all remaining available shifts are to be offered by seniority to members who have declared their

availability for the dates and times of those shifts, starting with regular part-time before going to casual part-time members.

- v. It is understood that there will be no cross site assignments of any shifts referred to in iii) and iv) above.
- E.13 One or both rest periods may be granted in conjunction with the meal period. Such request shall not be unreasonably be denied.
- E.14 (a) The night shift shall be considered the first shift of the day for purposes of scheduling.
 - (b) For regular part-time nurses only, schedules shall be posted at **least** two (2) weeks in advance and shall cover at least a two (2) week period unless mutually agreed to by the nurse and the Hospital.

Requests for change in posted time schedules must be submitted in writing and co-signed by the nurse willing to exchange days off or tour of duty. In any event it is understood that such change of a tour of duty initiated by the nurse and approved by the Hospital shall not result in overtime payment to either of the nurses.

- E.15 (a) The Hospital will normally schedule two (2) weekends off in four (4) unless mutually agreed otherwise or in the event of a staffing crisis.
 - (b) A nurse will receive premium pay for all hours worked on a third and subsequent consecutive weekend except where:
 - I. such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - ii. such nurse has requested weekend work; or

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- iii. such weekend is worked as the result of an exchange of shifts with another nurse.
- (c) It is understood that a weekend consists of fifty- six (56) consecutive hours off work during the period following the completion of the Friday day shift until the commencement of the Monday day shift.

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- E.16 Every consideration will be given by the Hospital to a part-time nurse who requests to work evening or night tours on a permanent basis.
- E.17 At least sixteen (16) hours time off shall be scheduled when tours of duty are changed and forty-eight (48) hours time off when transferring from night shift to another shift unless as may otherwise be agreed to between the nurse and the Hospital.
- E.18 The Hospital will schedule five (5) consecutive days off at either Christmas or New Year's so that a nurse will have either period off. The Hospital may, at its discretion, waive all other scheduling requirements during this period. The scheduling of time off at Christmas or New Year's shall be done on a nursing unit basis according to bargaining unit seniority unless mutually agreed otherwise.

E.19 <u>Extended Tours</u>

- Extended hour tours will be implemented in a unit when at least 75% of the full-time and regular part-time nurses on that unit indicate by secret ballot that they wish extended tours and the Director of the Employment Standards Branch of the Ministry of Labour gives approval. Failure to achieve 75% will require a six (6) month wait before a new vote can be taken.
- 2. Extended hour tours will be discontinued at any time after six (6) months of the implementation of such tours if at least 51% of the nurses involved indicate in a secret ballot that they no longer wish to work extended tours or where the Hospital reasonably considers the practice to be inefficient and/or ineffective.
- 3. The following provisions apply to nurses who work extended tours:
 - (a) Nurses who work extended tours shall be scheduled off at least every second weekend.
 - (b) No more than four (4) consecutive extended tours shall be scheduled, unless by mutual agreement.
- E.20 Nurses who attend any scheduled committee meetings at the request of nursing management shall have all hours counted as hours worked.

E.21 Four Hour Tours

Where four hour shifts are required, Article 14 in its entirety applies except as amended by the following:

- a) The Hospital will endeavour to keep the number of four (4) hour shifts to a minimum;
- b) Nurses working less than 7.5 hour tours shall be granted the appropriate paid rest period;
- c) For nurses working tours of duty of less than 7.5 hours, no more than five (5) shifts in a row shall be scheduled except where such arrangements are mutually agreeable.

ARTICLE F - JOB SHARING

- F.1 If the Hospital agrees to a job sharing arrangement pursuant to Article 20.01 of the Central agreement, the following conditions shall apply unless otherwise agreed to by the parties:
 - 1. Job sharing requests with regard to full-time positions shall be considered on an individual basis.
 - 2. Total hours worked by the job sharers shall equal one **(I)** Il-time position. The division of these hours on the schedule shall be determined by mutual agreement between the **two** (2) nurses and the Service/Nursing Co-ordinator of the Unit.
 - 3. The above schedules shall conform with the scheduling provisions of the Full-time Collective Agreement.
 - 4. Each job sharer may exchange shifts with her partner, as well as with other nurses as provided by the Collective Agreement.
 - 5. The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.

6. <u>Coverage</u>

Job sharers shall cover each others absences pursuant to Article 11 and 16 of the Central Full-time and Part-time Agreement for the first 30 calendar days of the absences, except in extenuating circumstances.

Implementation

- 7. Where the job sharing arrangement arises out of the filling of a vacant full-time position, both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreements.
- 8. Any incumbent full-time nurse wishing to share her position, may do so without having her half of the position posted. The other half of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreements.
- 9. If one of the job sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining nurse will have the option of continuing the full-time position or reverting to a casual part-time position. If she does not continue full-time, the position must be posted in accordance with the Collective Agreement.

Discontinuation

Either party may discontinue the job sharing arrangement with ninety (90) days notice. Upon receipt of **such** notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary. In the event discontinuance occurs the individual not receiving the full-time position shall be transferred to casual part-time.

ARTICLE G - PAID HOLIDAYS

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

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Civic Holiday	2

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

- G.2 (full-time only) The Hospital will endeavour to schedule time off for recognized holidays as equitably as possible amongst nurses in the same unit, unless mutually agreed otherwise.
- **G.3** A tour that begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the tour.
- G.4 (full-time only) A lieu day shall be scheduled by mutual consent between the Hospital and the nurse within a period of forty (40) days on which the holiday falls or is observed. Where it is not practicable to schedule a nurse she shall receive pay in lieu thereof.

ARTICLE H - VACATION

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- H.1 a) The vacation year shall be from January 1st, to December 31st. A nurse shall take vacation in the vacation year in which it is earned but shall be allowed to carry over five (5)vacation days to the next vacation year in accordance with the existing personnel policies.
 - b) The amount of vacation time shall be calculated in accordance with years of service as specified in Article 10.01 and shall be on the same basis as vacation time for full-time nurses. For the purpose of Article H vacations are deemed to be on the basis of weeks earned. For the purpose of this article, week is defined as Monday to Sunday inclusively.

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- H.2 A nurse shall submit her written request for vacation for the current year on or before April 1st of each year. The Hospital will endeavour to schedule vacations on as equitable a basis as possible and having regard to the efficient operation of the Hospital. Where a dispute arises as between nurses on the same nursing unit requesting the same vacation times and such request cannot be accommodated by the Hospital then seniority shall apply. If a nurse requests vacation later than April 1st, she cannot exercise her seniority rights.
- **H.3** Vacation quotas, set by the Hospital, shall not be unduly restrictive.

ARTICLE I - PRE-PAID LEAVE

I.1 The number of full-time and part-time nurses that may be absent at any one time on pre-paid leave is five from rehabilitation and ten (10) from psychiatry with no more than one from any particular nursing unit absent at any one time.

ARTICLE J - GENERAL

- J.1 Seniority lists shall be accessible to nurses in Human Resources by January 31.
- J.2 During short term illnesses except for the first day of an illness, when one **(I)** hour notice is required, nurses must notify the Staffing Office on a daily basis at least four (4) hours in advance of the commencement of their shift of whether or not they can report for duty so that the Staffing Office can arrange for a replacement if required.
- J.3 Where any provision of this agreement or any practice thereunder is at any time contrary to law, this agreement is not to be deemed to be abrogated but is to be deemed to be amended so as to make the provisions of this agreement conform to the law.
- J.4 All correspondence arising out of or incidental to this Collective Agreement shall pass between the Manager of Staff Relations of the Hospital and the President of the Association unless as otherwise herein specified.
- J.5 The Hospital shall provide bulletin board space for the purpose of posting Association notices. The Hospital reserves the right to remove any offensive notices.

- J.6 Wherever the word "Supervisor" is used in this agreement, it shall be considered as meaning the first supervisory level excluded from the Bargaining Unit on duty at the time.
- J.7 Smoking shall be permitted in designated smoking areas only. There shall be no smoking permitted in hospital buildings with no designated smoking areas.
- **J.8** Any omission of \$100.00 or more from a nurse's paycheque due to an error on the part of the Hospital shall be paid to the nurse within five (5) working days from the time she brings this matter to the attention of the Management.
- J.9 Termination synopsis shall be provided, upon request, to nurses prior to their termination providing two weeks notice is given of the termination.

J.10 <u>Violence in the Workplace</u>

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

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

ARTICLE K - WORKERS' COMPENSATION AND REINSTATEMENT

K.1 The Hospital will notify the President of the Locals Nurses' Association of the names of all nurses who go off work due to a work related injury or when a nurse goes on to LTD.

- K.2 Prior to any nurse returning to work on a Modified Work Program, the Hospital will notify and meet with the nurse and the applicable **ONA** Health and Safety Representative to discuss the circumstances surrounding the employee's return to suitable work.
- **K.3** The Hospital agrees to provide the employee with a copy of the Workers' Compensation Board Form 7 at the same time as it is sent to the Board.

ARTICLE L - CAR ALLOWANCE

L.1 Nurses required to use their own cars when working in the community will receive an allowance as per Hospital policy for reimbursement - currently \$0.25/km.

Nurses who are members of the Emergency Outreach Program required to use their own cars in the course of their job duty will be reimbursed for additional insurance coverage required for their cars when used for work purposes up to a maximum of \$250.00 annually.

APPENDIX 6

NOTIFICATION OF IMPROPER WORK ASSIGNMENT AVIS D'ATTRIBUTION INCORRECTE DE TRAVAIL Nurses (Complainants) to complete every section /Chaque section est remplie par les infirmières (plaignantes)

DATE/TIME OF OCCL DATE/HEURE DE L'IN	DATE TO EMPLOYER DATE DE NOTIFICATION À L'I	EMPLOYEUR
AGENCY	WARD	SHFT
ORGANISME	SERVICE	
TYPE OF CARE	 CAPACITY	PATIENTS (8)
TYPE DE SOINS	de LITS	Nore de PATIENTS (8)
STAFFING EFFECTIF PRÉSENT	 USUAL STAFFING	

I/We, the undersigned, believe that I was/we were given an assignment that was inconsistent with proper patient care for the following reasons. (Brief outline of problem/assignment attached).

Nous, soussignés, croyons que l'on nous a attribué une tâche qui ne permettait pas de fournir les soins voulus aux patients pour les raisons indiquées. (Joindre une brève description de la tâche et du problème.)

To correct this problem, I/we recommend:

Pour corriger la situation, nous recommandons:

NAME/TITLE OF IMMEDIATE SUPERVISOR NOTIFIED:

NON/TITRE DU SUPERVISEUR IMMÉDIAT QUI A ÉTÉ AVISÉ.

DATE/TIME OF NOTIFICATION DATE/HEURE À LAQUELLE IL A ÉTÉ AVISÉ

RESPONSE/ACTION RÉACTION/INTERVENTION

;

ignature of Complainant(s) & Printed Name(s) below:		Signature des pläignäntes et nom en lettres mouths:	
X	<u>X</u>	<u> </u>	

If we do not believe this response was adequate to resolve our concerns. Use therefore request our local president/executive committee refer there concerns to the AAC. Failing resolution of the nurses' concerns, the association may consider these issues under the professional responsibility clause.

Nous croyons que les mesures prises sont insuffisantes pour régler la situation. Nous demandons par conséquent au président de 18 section locale ou au comité exécutif de porter la question devant le CAO. Si ces démarches n'aboutissent pas, l'association pourrait considérer ces question8 sous le régime der dispositions liées à la responsabilité professionnelle.

Ontario Nurses' Association A Þ September 1992

Association des infirmiers et infirmières do l'Ontario septembre 1992

> Employer Copy Copie de l'employeur

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Dated at Ottawa, Ontario this // day of March 1998

FOR THE HOSPITAL Thomas horing

