

**COLLECTIVE AGREEMENT  
(Combined Full-time and Part-time)**

Between:

**BROCKVILLE MENTAL HEALTH CENTRE  
A Member of the Royal Ottawa Health Care Group  
(hereinafter referred to as the "Employer")**

And:

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

Expiry Date: March 31, 2011

**APPENDIX 3 - SALARY SCHEDULE  
APPENDIX 5 - LOCAL PROVISIONS**

Between:

**BROCKVILLE MENTAL HEALTH CENTRE**

And:

**ONTARIO NURSES' ASSOCIATION**

EXPIRY: March 31, 2011

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**APPENDIX "3"****SALARY SCHEDULE****BROCKVILLE MENTAL HEALTH CENTRE****Registered Nurse**

	<u>Effective April 1, 2008</u>	<u>Effective April 1, 2009</u>	<u>Effective April 1, 2010</u>
Start	\$27.67	\$28.50	\$29.36
1 Year	\$28.08	\$28.92	\$29.79
2 Years	\$28.55	\$29.41	\$30.29
3 Years	\$29.95	\$30.85	\$31.78
4 Years	\$31.37	\$32.31	\$33.28
5 Years	\$33.14	\$34.13	\$35.15
6 Years	\$34.91	\$35.96	\$37.04
7 Years	\$36.71	\$37.81	\$38.94
8 Years	\$39.31	\$40.49	\$41.70
25 Years	\$40.00	\$41.20	\$42.44

**APPENDIX “5”**

**LOCAL PROVISIONS**

**ARTICLE A – RECOGNITION**

A.1 The Employer recognizes the Association as the sole bargaining agent for all Registered Nurses employed by the Brockville Mental Health Centre, a Member of the Royal Ottawa Health Care Group engaged in a nursing capacity save and except Supervisors, Area Supervisors, Nurse Managers, Professional Practice Coordinators, Occupational Health Nurse/Coordinator, Managers and persons above the rank of Supervisors, Area Supervisor, Nurse Managers and Professional Practice Coordinators and employees of the Royal Ottawa Mental Health Centre employed in the City of Ottawa.

Note: The Employee Health/Infection Control Nurse is excluded from the bargaining unit.

Clarity Note: For the sake of clarity it is understood that “supervisor” means a person who is employed in a managerial or confidential capacity as per Section 1 of the Labour Relations Act.

A.2 “Nurses” means all of the employees of the Hospital who are in the above described bargaining unit.

A.3 Definition

For clarity, term “Nursing Unit” for Hospital based programs means the following units and any future units established by the Brockville Mental Health Centre:

Forensic Services (includes B.3, B.4 and Forensic O/R)  
Secure Treatment Unit (STU) (includes 2E, 2W, 3E and 3W)  
Elmgrove, ECT, Crisis O/R  
Transitional Unit (includes Dual Diagnosis, Geriatrics and Rehab)  
ACTT Leeds, Grenville and Lanark  
ACTT D/D  
ACTT Prescott Russell  
GCO

**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 remains exclusively and without limitation within the rights of Management.

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

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 Hospital will 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.
- (d) The right to select nurses for positions not covered by this agreement.
- (e) The sole and exclusive jurisdiction over all operations, buildings, machinery and equipment vested in this Hospital.
- (f) The right to generally operate the Hospital in a manner consistent with the obligations of the Employer to the general public in the community served.

## **ARTICLE C - COMMITTEES AND REPRESENTATIVES**

### **C.1 Association Representatives**

The Employer will recognize Association Representatives as provided by the Association.

### **C.2 Negotiating Committee**

- (a) There shall be a Negotiating Committee of up to four (4) members of the Association.
- (b) The Employer will schedule nurses on the Negotiating Committee to work days when negotiating.
- (c) Nurses that form part of the Negotiating Committee shall be granted time off without loss of pay, service, seniority, benefits to attend negotiation with the Employer. Reasonable time for caucus held prior to negotiations shall be granted. Should more than one or more Nurse on a Nursing Unit request caucus time, and where there is a patient care need, the Employer will grant leave for one Nurse to attend a caucus session.

### **C.3 Grievance Committee**

There shall be a Grievance Committee of up to three (3) members of the Association. The Employer agrees to recognize a Chairperson of the Grievance Committee or designate as well as one (1) representative.

### **C.4 Labour/Management Committee**

The Labour/Management Committee shall be composed of up to four (4) representatives of the Association and up to four (4) representatives of the Employer. Any other person may be invited to attend on agreement by the parties.

Where either party wishes the other to have some person attend, at least one (1) week's notice of this must be given.

C.5 Professional Development

There shall be a Professional Development Committee of up to two (2) members of the Association.

C.6 Nurses who attend any scheduled committee meetings at the request of the Hospital shall have all hours in attendance counted as hours worked.

C.7 The Association may have up to thirty (30) minutes in orientation with new hires during the regular orientation period. The Employer shall arrange with the President of the local Association or her designate for interview time with newly hired nurses. The Employer will provide the orientation schedule to the Association on an annual basis.

C.8 Leave of Absence – Association Business (Local)

Association leave will be granted pursuant to the following provisions:

- (a) Adequate notice of at least fourteen (14) days is given to the immediate supervisor. Where less than fourteen (14) days notice is given a leave may be approved at the discretion of the immediate supervisor.
- (b) That not more than four (4) nurses at any one time be allowed such leave, conditional upon these nurses not being from the same nursing unit of the Hospital.
- (c) That the total number of days in any one calendar year for such leave for all nurses not exceed seventy-five (75) days.
- (d) Leave of absence under this provision will not unreasonably be denied.

C.9 The Employer will pay the Association President or designate at her regular straight time hourly rate for time spent in attendance at meetings, scheduled by the Employer, where Association representation is requested by the Employer, outside her regularly scheduled hours.

**ARTICLE D - SCHEDULING AND HOURS OF WORK**

D.1 Work Week and Work Day

The following provisions designating regular hours shall not be construed to be a guarantee of the hours of work to be performed on each tour or during each tour of duty.

- (a) The normal or standard workweek for a Full-Time Nurse who is engaged in providing direct care to patients shall be eighty (80) hours in each two (2) week period averaged over a six (6) week period, with a normal standard workday of eight (8) hours except where, prior to the date of execution of this Agreement, the Employer provides a different standard or normal work week or work day, in which case, those alternate schedules shall be maintained

during the life of this Collective Agreement unless agreement is reached between the Association and the Employer to vary those established schedules.

(b) STU Hours of Work

The normal or standard work week for a Full-Time Nurse who is engaged in the Secure Treatment Unit (STU) shall be seventy-five (75) hours in each two (2) week period averaged over a six (6) week period, within a normal standard work day of seven and one-half (7.5) hours except where, the parties agree to a different normal standard work day.

- (c) In the case of a lay off situation, the Employer will advise at the time of lay off all affected Nurses who elect to transfer to a vacancy or to displace a more junior nurse into the (STU), that they will be required to accept the hours of the STU programme.

D.2 Rest and Eating Periods

- (a) Nurses shall be entitled, subject to the exigencies of patient care, to relief and meal periods during the shift on the basis of:
- i) Nurses working twelve (12) hour shifts shall be entitled to three (3) fifteen (15) minute paid rest periods and a total of forty-five (45) minutes of unpaid meal time.  
Note: (For fifteen (15) minutes of the unpaid meal time, refer to the attached Letter of Understanding.)
  - ii) Unpaid meal times will be granted in increments no greater than thirty (30) minutes. A nurse working twelve (12) hour shifts, who requires to take, in extenuating circumstances, all of his/her forty-five (45) minutes of unpaid meal time in one period may request such at the beginning of the shift and where possible it may be granted. Such permission will not be unreasonably denied. In such circumstances, the Letter of Understanding will not apply.
  - iii) Nurses working ten (10) or eight (8) hour shifts shall be entitled to two (2) fifteen (15) minute paid rest periods and one (1) thirty (30) minute unpaid meal time.
- (b) Subject to the exigencies of patient care, one paid relief period may be combined with the unpaid meal time. In such case, the paid relief period shall be spent on the worksite premises.

D.3 Overtime Definition

- (a) Overtime for Full-Time Nurses shall be defined as all authorized hours worked in excess of the normal or standard work day, or in excess of the normal or standard work week. The overtime rate shall be one and one-half (1 ½) times the regular straight time hourly rate of pay.

#### D.4 Overtime Accumulation

Where a Nurse chooses the option of time off, such time off must be taken at a time mutually agreeable to the Employer and the Nurse by March 31<sup>st</sup> each year or will be paid out at the applicable overtime rate.

#### D.5 Scheduling for Full-time Nurses

- (a) The day shift shall be considered the first shift of the day for purposes of scheduling.
- (b) Schedules shall be posted at least fourteen (14) days in advance and cover at least a six (6) week period unless mutually agreed to by the Nurse and the Employer. Requests for a change in posted time schedules shall be submitted to the Manager or designate in writing and co-signed by the Nurse(s) willing to exchange days off or tour of duty with at least forty eight (48) hours notice prior to the date of the shift to be exchanged. It is understood that such change of a tour of duty initiated by the Nurse and approved by the Employer, shall not result in overtime payment to either of the Nurses. Such request(s) shall not be unreasonably denied.
- (c) The Employer will normally schedule three (3) weekends off in six (6) unless mutually agreed otherwise or in the event of a staffing crisis.
- (d) A Nurse will receive premium pay for all hours worked on a third (3<sup>rd</sup>) 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
  - iii) Such weekend is worked as the result of an exchange of shifts with another Nurse.
- (e) It is understood that a weekend consists of a minimum of fifty-six (56) consecutive hours off work that includes a period between 1900 hours on Friday and 0700 hours on Monday.
- (f) Every consideration will be given by the Employer to a Nurse who requests to work evening or night tours on a permanent basis.
- (g) The Employer will endeavor to schedule fifty-six (56) hours time off when transferring from the night shift to another shift, unless as may be otherwise agreed to between the Nurse and the Employer.
- (h) 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.
- (i) The Employer will endeavor to schedule five (5) consecutive days off at either Christmas or New Year's so that a Nurse will have either period off. The Employer 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. Nurses will be alternating Christmas and New Year's each year where operationally feasible. Where not operationally feasible, scheduling will be done on the basis of seniority and shall be posted by December 1<sup>st</sup>.

The Employer will not consider vacation requests for time during the Christmas/New Year period prior to the Christmas schedule being determined.

This provision will not apply to nurses who normally work a five day work week.

#### D.6 Scheduling for Part-time and Casual Nurses

- (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 Nursing Unit's cyclical rotation.

Casual: Nurses will be requested to work on a non-predetermined 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 shift and later becomes unavailable for work, shall notify the Employer as soon as this change of circumstances becomes known.

- (b) i) Full-time Nurses will be scheduled as prescribed in the Collective Agreement.
- ii) Regular Part-time Nurses will be scheduled up to their commitment.
- iii) Regular Part-time Nurses will declare availability and will be offered additional shifts on their own ward first, then on their own unit and then on other units based on seniority and availability up to full-time hours, provided that this will not result in an enhanced premium position.

Clarity Note: In awarding additional shifts a nurse will not be considered for the shift(s) if it would result in an enhanced premium position (i.e. 3<sup>rd</sup> weekend).

- iv) Once all Regular Part-time Nurses have reached Full-time hours (not to exceed eighty-four (84) hours per pay period) the Employer will offer any remaining additional shifts to casual nurses by seniority who have made themselves available and not reached full-time hours. Regular Part-time/Casual Nurses working up to eighty-four (84) hours in a two (2) week pay period and two hundred and forty (240) hours in a six (6) week schedule are not entitled to overtime for the hours which exceed Full-time equivalent (i.e. 80 hours per pay period averaged over six (6) weeks).

Full-time hours for Regular Part-time and Casual employees will be averaged over a six (6) week schedule (which coincides with the hospital master schedule).

- v) In the event any Regular Part-time/Casual Nurse exceeds the above parameters the Letter of Understanding re: Assignment of Overtime will be in effect.
- (c) The day shift shall be considered the first shift of the day for purposes of scheduling.
- (d) For Regular Part-time Nurses only, schedules shall be posted at least fourteen (14) days in advance and shall cover at least a six (6) week period unless mutually agreed to by the Nurse and the Employer.
- (e) Requests for a change in posted time schedules must be submitted to the Manager or designate in writing and co-signed by the Nurses willing to exchange days off or tour of duty with at least forty eight (48) hours notice prior to the date of the shift to be exchanged. It is understood that such change of a tour of duty initiated by the Nurse and approved by the Employer, shall not result in overtime payment to either of the Nurses. Such request(s) shall not be unreasonably denied.
- (f) Where a Regular Part-time nurse has worked and accumulated approved overtime hours, then such Nurse shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate in accordance with Article D.3. Where a Regular Part-time Nurse chooses the latter option, such time must be taken at a time mutually agreeable to the Employer and the Nurse by March 31<sup>st</sup> each year or will be paid out at applicable overtime rate.
- (g) For Regular Part-time Nurses, the Employer will normally schedule three weekends off in six (6) unless mutually agreed or in the event of a staffing crisis.
- (h) A Regular Part-time 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 a nurse; or
  - ii) Such Nurse has requested weekend work; or
  - iii) Such weekend is worked as the result of an exchange of shifts with another nurse.
- (i) It is understood that a weekend consists of a minimum of fifty-six (56) consecutive hours off work that includes a period between 1900 hours on Friday and 0700 hours on Monday.
- (j) The Employer will endeavor to schedule fifty-six (56) hours time off when transferring from a night shift to another shift unless as may be otherwise agreed between the Nurse and the Employer.

- (k) The Employer will endeavor to schedule five (5) consecutive days off at either Christmas or New Year's so that a Nurse will have either period off. The Employer 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. Nurses will be alternating Christmas and New Year's each year where operationally feasible. Where not operationally feasible, scheduling will be done on the basis of seniority and shall be posted by December 1<sup>st</sup>.
- (l) Cancellation of a single or partial shift will be on the basis of seniority of the nurses on the affected Nursing Unit.

In order to preserve the Hospital's commitment to part-time Nurses, cancellation will be done in the following order:

- i) Casual Nurses scheduled to work.
- ii) Part-time Nurses who have picked up additional shifts.
- iii) Regular Part-time Nurses in reverse order of seniority.

#### PREMIUM PAYMENTS

##### D.7 Standby

The Employer shall provide the nurse with appropriate communication equipment while on standby.

##### D.8 Critical Intervention Allowance

A nurse who is required to remain available for duty on standby outside his/her regularly scheduled working hours shall receive standby pay in accordance with Article 14.07. When the nurse on standby receives a telephone call from a patient that requires crisis intervention but does not require the nurse to travel, he/she shall be paid time and one half (1 – ½) the base rate for the duration of the call and the completion of the paperwork to the next one quarter (1/4) hour increment.

##### D.9 Shift Premium

In accordance with Article 14.10, the following defines hours of an evening and night shift:

Evening: 16:00 to 23:00  
Night: 23:00 to 07:00

##### D.10 Time Off Between Shifts

- (a) For shifts other than twelve (12) hours, failure to provide a minimum of twelve (12) hours between the commencement of a Nurse's scheduled shift and the commencement of such Nurse's next scheduled shift shall result in premium payment for the Nurse for only those hours that reduce the minimum hour period.

- (b) Where the Employee works a twelve (12) hour shift schedule, the time off between shifts for the purpose of this Article shall be eleven and one-quarter (11.25) hours.
- (c) Where the minimum period is reduced as a result of an approved change of shift(s) requested by the Nurse(s), such premium payment shall not apply.

#### D.11 Reassignment of Staff

Reassignment of staff to another ward will be assigned by the Hospital based on patient care needs of the wards. Providing that patient care needs are met, if reassignment is necessary the following order will apply:

1. expression of interest/volunteers
2. if no volunteers, then casual nurses in reverse order of seniority
3. then the regular part-time in reverse order of seniority
4. full time in reverse order of seniority

### **ARTICLE E – VACATIONS**

- E.1 (a) The vacation year shall be from January 1<sup>st</sup> to December 31<sup>st</sup>. 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 existing ROHCG policies.
- (b) For Part-time Nurses, the amount of vacation time shall be calculated in accordance with years of service as specified in Article 10.01 of the Collective Agreement and shall be on the same basis as vacation for Full-time Nurses. For the purpose of this Article, 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.
- (c) A Nurse shall submit her written request for vacation for the current year on or before April 1<sup>st</sup> of each year. The Employer will endeavor to schedule vacations on as equitable a basis as possible and having regard to the efficient operation of the Hospital.
- (d) The Employer will not unreasonably deny vacation requests submitted by the employee fourteen (14) days prior to the requested time off.
- (e) The approval of “summer vacation” for Nurses at the Brockville Mental Health Centre shall be posted by the 15<sup>th</sup> day of May each year.  
  
The “summer vacation” pre-booking schedule shall be completed by June 15<sup>th</sup> at the latest.
- (f) Where a dispute arises as between two nurses on the same Nursing Unit requesting the same vacation times, and such competing requests cannot be accommodated by the Employer, then seniority shall apply.
- (g) Vacation requests received after April 1<sup>st</sup>, (with the exception of Christmas vacation) will be granted on the basis of first come, first served. The

Employer shall respond to vacation requests for other than the summer months within fourteen (14) days of receipt of such request.

- (h) Vacation may be taken in weeks, single days or multiples thereof.

**ARTICLE F - PAID HOLIDAYS**

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

New Year's Day (January 1)	Civic Holiday
Family Day (3 <sup>rd</sup> Monday of February)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day (November 11)
Victoria Day	Christmas Day (December 25)
Canada Day (July 1)	Boxing Day (December 26)

F.2 The Employer will endeavor to schedule time off for recognized Holidays as equitably as possible amongst Nurses in the same Nursing Unit, unless mutually agreed otherwise.

F.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.

F.4 A lieu day shall be scheduled by mutual consent, subject to the exigencies of patient care, between the Employer and the Nurse within a reasonable period following the day on which the holiday falls or is observed. Where it is not practicable to schedule a Nurse by March 31<sup>st</sup> each year, she shall receive pay in lieu thereof.

**ARTICLE G - SENIORITY LISTS**

- G.1 (a) Seniority lists will be provided to the Bargaining Unit President and to each Nursing Unit by January 31<sup>st</sup> and July 31<sup>st</sup> of each year.
- (b) Seniority lists of Association Members shall be provided to the ONA Labour Relations Officer and the ONA BPH Local President when requested with reasonable notice.

**ARTICLE H - PREPAID LEAVE PLAN**

H.1 The Employer will consider individual requests for the prepaid leave plan in accordance with Article 11 of the Collective Agreement. Individual requests will not be unreasonably denied. The number of Nurses that may be absent at any one time on a pre-paid leave will be limited to one per Nursing Unit at any given time.

**ARTICLE I – MISCELLANEOUS**

I.1 The Employer will provide the Association with space for one file cabinet at the Brockville Campus. It is understood that the Association will assume responsibility for the maintenance and security of the file cabinet and its contents.

- I.2 The Hospital will allow the Union reasonable access to the internal mail system with the prior approval of the Director of Human Resources or designate for each mailing. Such approval shall not be unreasonably withheld.
- I.3 The Employer shall pay its Nurses every two (2) weeks by bank deposit in the Nurse's designated bank.
- I.4 Any omission of one hundred dollars (\$100.00) or more from a Nurse's pay cheque due to an error on the part of the Employer, shall be paid to the Nurse within five (5) business days from the time that she brings this matter to the attention of the Management.
- I.5 The Employer will provide four (4) Bulletin Boards at the main Hospital campus and one Bulletin Board at each Off-Campus location for the sole purpose of posting notices regarding meetings and other matters of Association business.
- I.6 The Employer agrees to provide part-time nurses the option of voluntary participation in any and all of the group health and welfare benefit programs set out in Article 17. It is understood and agreed that the part-time nurses who wish to participate will pay the full monthly premiums to the Employer.

I.7 Needle Stick and Sharps Injuries

The Hospital, in consultation with the Joint Health and Safety Committee, shall develop, implement and monitor a program for the prevention of needle stick and sharp injuries and the treatment of such injuries should they occur. The program should include and address employee training and education with respect to needle stick and sharps injury prevention, and provide for the maintenance of a needle stick/sharps injuries log to detail incidents. The program shall be evaluated annually by the Hospital in consultation with the Joint Health and Safety Committee.

I.8 Early and Safe Return to Work

The Hospital and the Union both recognize their obligations in facilitating the early and safe return to work of disabled employees. The Hospital and the Union agree that ongoing and timely communication by all participants in this process is essential to the success of the process.

- (a) A Return to Work Committee (RWC) will be established, at least one member of which will be a representative of the Union. The committee will meet at least once per month. The Union member will suffer no loss of regular earnings for attendance at such meetings. Should the ONA representative not be scheduled during regular business hours, the Bargaining Unit President or alternate will attend so as not to delay the meeting and the employee's return to work. In the event that there is no other alternative than to have the ONA representative attend on their day off they will receive pay at straight time or time in lieu where possible for hours spent in return to work meetings. Such hours are invisible for the purposes of determining premium.

The Hospital will provide an updated list of information to the RWC before each monthly meeting including the following:

- i) Employees absent from work because of disability who are in receipt of Workplace Safety Insurance Board benefits;
  - ii) Employees absent from work because of disability who are in receipt of Long Term Disability benefits including last day worked;
  - iii) Employees who required temporary or permanent accommodation in the workplace.
- (b) It is understood that it is the obligation of the disabled employee in receipt of short-term or long-term disability benefits to ensure the Hospital's Occupational Health Department is advised as soon as possible of any change in medical restrictions which may affect their ability to return to regular or modified duties.
- (c) The Occupational Health Department will discuss the needs of employees for accommodation as soon as possible with their respective manager or designate, the Union representative and Human Resources. The Occupational Health Department in consultation with the Union representative will examine opportunities for temporary accommodation until such time as an appropriate permanent accommodation is determined.
- (d) The Hospital will advise the Union of offers permanent accommodation within or outside the bargaining unit.
- (e) The parties recognize that more than one employee requiring accommodation may be suitable for a particular position or arrangement. In such cases the Hospital will consider the skills, ability and experience of the employees and will also consider ability to acquire skills, seniority and path of least disruption in the workplace.
- (f) The committee will monitor the status of accommodated employees and the status of employees awaiting accommodation. The committee will review any circumstances where attempts to accommodate an employee have proven unsuccessful.
- (g) Before posting, the Hospital's Human Resources department will examine all potential vacancies to determine if they can be used to accommodate a disabled employee who requires accommodation but cannot return to their home unit.
- (h) Where such vacancies are within the bargaining unit, the Hospital will consult with the Union on the feasibility of an accommodation giving consideration to all factors including the number of accommodated employees in the unit, the operational needs of the unit, safety of patients and employees working in the unit.
- (i) Whether or not the parties agree to waive the posting procedure in order to facilitate an accommodation and whether or not the position is within the bargaining unit, the parties will sign an agreement containing the details of the accommodation. The parties may also agree to a written agreement for temporary accommodation of extended duration.

- (j) The home position of a nurse who needs permanent accommodation may be posted under the following circumstances:
  - i) the employee is permanently accommodated in another position or arrangement;
  - ii) the weight of the medical evidence establishes that there is no reasonable prospect of a return to their original position in the foreseeable future;
  - iii) the Hospital may elect to fill the disabled employee's home position by posting a temporary to permanent vacancy:
    - A) In so selecting, the position will be filled in accordance with the job posting provisions of the collective agreement.
    - B) If and when it is confirmed that the disabled employee cannot return to their original position, the position may be offered to the incumbent on a permanent basis.
    - C) Where a job offer is made for the vacancy, the successful applicant will be clearly advised of the temporary status of the position and of its potential permanency.
    - D) Filling of a disabled employee's home position does not remove the parties' duty to accommodate that employee.

## I.9

Musculoskeletal Injury Prevention and Control

- (a) The Hospital in consultation with the Joint Health and Safety Committee (JHSC) shall develop, establish and put into effect, musculoskeletal prevention and control measures, procedures, practices and training for the health and safety of employees.
- (b) At least once a year the musculoskeletal prevention and control measures, procedures, practices, and training shall be reviewed and revised in the light of current knowledge and practice.
- (c) The review and revision shall be done more frequently than annually if,
  - i) the Hospital, on the advice of the JHSC or health and safety representatives, if any, determines that such review and revision is necessary; or
  - ii) there is a change in circumstances that may affect the health and safety of an employee.
- (d) The Hospital will provide training on musculoskeletal prevention and control measures, procedures and practices and equipment to all employees during a new employee's orientation and thereafter as required.

**ARTICLE J - MODIFIED WORK**

- J.1 The Employer will notify the President of the Bargaining Unit of the names of all Nurses who go off work due to a work related injury or when a Nurse goes on Long Term Disability.
- J.2 Prior to any Nurse returning to work on a Modified Work Program, the Employer will notify and meet with the Nurse and the applicable Association Health and Safety representative to discuss the circumstances surrounding the Nurse's return to suitable work.
- J.3 The Employer agrees to provide the Nurse with a copy of the Workers' Safety and Insurance Board's, Form 7 at the same time it is sent to the Board.

**ARTICLE K - VIOLENCE IN THE WORKPLACE**

- K.1 (a) Violence shall be defined as any incident in which a nurse is abused, threatened or assaulted during the course of his/her employment. It includes the application of force threats with or without weapons and verbal abuse. The Hospital agrees that such incidents will not be condoned. Any nurse who believes he/she has been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation.
- (b) The Employer recognizes there is a potential for violence/abuse against nurses in the workplace and will make every reasonable effort to reduce the potential for such violence/abuse by implementing policies that support violence-free workplaces.
- (c) The responsibility for providing a safe environment rests with the Employer and is shared by Registered Nurses, other employees, patients and families.
- (d) The Hospital agrees to develop formalized policies and procedures in consultation with the Joint Occupational Health & Safety Committee to deal with the workplace violence. The policy will address the prevention of violence, the management of violent situations, support to nurses who have faced workplace violence, support for victims of violence, improving the awareness of violence in the workplace, the formal mechanism for reporting violent incidents and the management of unsafe working conditions. These policies and procedures shall be communicated to all nurses.
- (e) The Hospital will report all incidents of violence to the Joint Occupational Health and Safety Committee for review.
- (f) The Hospital agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated as required.
- (g) The Hospital with the nurses' consent, will inform the Union within three (3) days of any nurse who has been subjected to violence while performing his/her work. Such information shall be submitted in writing to the Union as soon as possible.

- (h) The Hospital will consider requests for reimbursement for damages incurred to the nurse's personal property, such as eyeglasses, ripped uniforms, personal clothing, as a result of being assaulted while performing his or her work.

**ARTICLE L - CAR ALLOWANCE /BUSINESS INSURANCE**

L.1 Nurses required to use their own cars when working in the Community will receive an allowance in accordance with the Employer's policy for reimbursement at current rates.

L.2 Business Insurance

Nurses who are required to use personal vehicles in the course of their job duties where identified during the recruiting process as a bona fide occupational qualification, will be reimbursed for additional insurance coverage required for their cars when used for work purposes, up to a maximum of two hundred and fifty dollars (\$250.00) annually.

**ARTICLE M – JOB POSTING**

M.1 Job Posting

- (a) Postings will appear on the BPH Intranet and on designated Brockville Psychiatric Hospital bulletin boards located in the Admin Concourse and in Human Resources.
- (b) The successful applicant will be advised on a confidential basis until the Employer has had the opportunity to advise the unsuccessful applicants. Unsuccessful applicants will be advised in writing of the outcome of the posting once the successful applicant has accepted.
- (c) The successful applicant's name will be posted.
- (d) Interested applicants must submit a covering letter and an updated resume to Human Resources when applying to a posting.
- (e) Full time Nurses may be considered for temporary vacancies.

**SIGNING PAGE**

Dated at Brockville, Ontario, this 16<sup>th</sup> day of September, 2008.

FOR THE EMPLOYER

*Haquette Chevrie*  
*Shanna Maulta*  
*Sally*  
*Beverly Holmes*

FOR THE UNION

*[Signature]*  
Labour Relations Officer  
*Prunhusebut*  
*KLH*

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**ROYAL OTTAWA HEALTH CARE GROUP ("ROHCG")**

**and**

**BROCKVILLE PSYCHIATRIC HOSPITAL, A DIVISION OF ROHCG ("BPH")**

**and**

**ONTARIO NURSES ASSOCIATION**

**WHEREAS:**

- (a) Registered nursing employees are employed by the ROHCG and by BPH (collectively referred to as "Nursing Employees" and the "Hospitals");
- (b) ONA is the certified bargaining agent for nursing employees of BPH ("BPH Employees");
- (c) ONA is the certified bargaining agent for nursing employees of ROHCG ("ROH Employees");
- (d) The Forensic Programs at the ROHCG and BPH have been functionally integrated at the management level since March 2002 and the Board of Trustees has approved that these Forensic Programs will become a separate division of the ROHCG effective on or about April 1, 2004 with the main campus at BPH and the satellite campus at the Carling Avenue site of the ROHCG (the "Integrated Forensic Program");
- (e) The parties wish to implement "secondment agreements" for the temporary movement of employees from one campus to the other for the purposes of Academics, research and orientation;
- (f) The Nursing employees to be seconded must consent to the assignment and has the right to refuse any such secondment request.

**IT IS AGREED THAT:**

1. It is the understanding and expectation of the parties that there will be a limited number of occasions where a secondment of employees from one Hospital to the other shall be made and the parties agree that this Agreement is not intended to replace the normal job posting or employee recruitment process.
2. The Home Campus for employees who work at or are administered from BPH is the Brockville Psychiatric Hospital in the City of Brockville and the Home Campus of ROH Employees is the Carling Avenue site of the ROHCG located in the City of Ottawa.
3. Nursing employees may, from time to time, be seconded duties in the Integrated Forensic Program at the campus which is not their Home Campus. Such secondment is permitted subject to all of the following terms and conditions:
  - (a) The secondment of Nursing employees to a campus will not result in the layoff or reduction in regular hours of work of any Nursing employee at either campus.
  - (b) The secondment of Nursing employees to a campus will not be made if any Nursing employee for whom that campus is his Home Campus is currently on lay-off status and would otherwise be recalled to perform the work to be seconded.
  - (c) The secondment of Nursing employees will be for reasons of research, educational, and orientation or in an emergency situation.
  - (d) A secondment agreement shall be in writing and shall set out the duration of the secondment as being for a specific period of time and, if applicable, a specified number of days per week. The secondment agreement may be renewable with the agreement of the employee, the Union and the Hospital.
  - (e) A secondment agreement is terminable by either the employee or the Hospital on no less than two weeks written notice to the other and the Union.

- (f) Whenever the Hospital approaches an employee with an offer of a secondment, the Hospital shall also notify that employee's bargaining agent. The secondment agreement shall be forwarded to the seconded employee's bargaining agent for execution by the employee and the union. The union shall not withhold its consent to the secondment provided it meets all of the terms of this Memorandum of Agreement. Notwithstanding the foregoing, where an immediate secondment is required as a result of an unforeseeable emergency, the drafting of the secondment agreement and the consent of the union may occur after the actual secondment has occurred. In these circumstances, the agreement shall be drafted and delivered to the employee and Union within 48 hours of the commencement of the secondment.
- (g) While on secondment the seconded employee shall be subject to all of the terms and conditions of the collective agreement in place at his or her Home Campus and shall accrue no separate seniority or other collective agreement rights at the other campus. Union dues shall continue to be paid to and collected by the bargaining agent at the Home Campus.
- (h) Employees on secondment shall be compensated for necessary travel mileage. At the discretion of the Hospital, a hospital vehicle may be provided for the purpose of such travel. When employees use their own vehicle, they will be reimbursed for mileage at the current hospital rate for the distance between their home campus and the seconded campus. In the event the seconded employee is unable to return home due to unsafe travel conditions the Administrative Director will, under his discretion, advise of appropriate and reasonable accommodation provisions.
- (i) It is the expectation of the parties that employees on secondment shall not have a longer working day nor be required to leave home to travel to their work location any earlier or return home any later than would be the case if they were not on secondment. As such, the schedules of seconded employees shall be such that additional travel time to and from home, if any, for employees on secondment to the other campus shall be part of the employee's regular working hours and compensated according to the collective agreement at the Home Campus of the employee.

- (j) In the event a secondment opportunity exists where it is evident that an expression of interest process is required, Article 10.06 of the ONA Central Agreement will apply.

The application of this Agreement and disputes arising from it may be subject to the grievance and arbitration provisions of the applicable collective agreement.

Dated at Ottawa and Brockville as at this 20<sup>th</sup> day of Oct. 2004

ROYAL OTTAWA HEALTH CARE GROUP      BROCKVILLE PSYCHIATRIC HOSPITAL  
A DIVISION OF THE ROYAL OTTAWA  
HEALTH CARE GROUP

Per:

Catherine Thomas

Per:

S. Pat

J. Davis

Ontario Nurses Association

ONTARIO NURSES ASSOCIATION

Per:

Garry Gifford

Garry Gifford

Per:

Linda Hunter

Linda Hunter

Debbie McIntosh

Debbie McIntosh

Joan Keil

Joan Keil

Renewed at Brockville, Ontario, this 16<sup>th</sup> day of September, 2008.

FOR THE EMPLOYER

FOR THE UNION

Huguette Chevru

Labour Relations Officer

Labour Relations Officer

Shanna Martin

Pamela Norhouse

Pamela Norhouse

Beverly Holmer

Beverly Holmer

**LETTER OF UNDERSTANDING**

Between:

**BROCKVILLE MENTAL HEALTH CENTRE  
A MEMBER OF THE ROYAL OTTAWA HEALTH CARE GROUP**

And:

**THE ONTARIO NURSES' ASSOCIATION**

Re: Innovative Unit Scheduling and Individual Special Circumstance Arrangements

The Parties agree that issues related to Innovative Scheduling, Job Sharing, Introduction and Discontinuation of Unit Weekend Schedule and Compressed Work Week will be dealt with jointly on a case by case basis.

A written request will be provided by the initiating party to the Director of the Program, with a copy to the Bargaining Unit President and to Human Resources.

When issues related to the above arise, the parties agree to meet and discuss to determine the outcome of such requests. Any initiatives will be negotiated between the parties.

Dated at Brockville, Ontario this 16<sup>th</sup> day of September, 2008.

FOR THE EMPLOYER

*Hughette Perrin*  
*Sharon Markt*  
*[Signature]*  
*Beverly Holmes*

FOR THE UNION

*[Signature]*  
Labour Relations Officer  
*Phoedrese Bur*  
*[Signature]*

**LETTER OF UNDERSTANDING**

Between:

**BROCKVILLE MENTAL HEALTH CENTRE  
A MEMBER OF THE ROYAL OTTAWA HEALTH CARE GROUP**

And:

**THE ONTARIO NURSES' ASSOCIATION**

Re: STU Hours of Work

The Parties are agreed that effective July 8, 2007, the normal or standard hours of work for a full time Nurse who is engaged in the Secure Treatment Unit (STU) shall be eighty (80) hours in each two (2) week period averaged over a six (6) week period, with a normal standard workday of twelve (12) hours.

This agreement is effective until the end of the current collective agreement term and will be discussed at the next round of ONA local negotiations.

Dated at Brockville, Ontario, this 16<sup>th</sup> day of September, 2008.

FOR THE EMPLOYER

*Huguette Cheurin*  
*Shana Mault*  
*SLR*  
*Beverly Holmes*

FOR THE UNION

*[Signature]*  
Labour Relations Officer  
*Brookhouse BCP*  
*LM*

**LETTER OF UNDERSTANDING**

Between:

**BROCKVILLE MENTAL HEALTH CENTRE  
A MEMBER OF THE ROYAL OTTAWA HEALTH CARE GROUP**

And:

**THE ONTARIO NURSES' ASSOCIATION**

Re: Unpaid Meal Period (12 Hour Shifts)

The Parties are agreed that the current situation regarding 12 hour shifts and unpaid meal times will remain status quo. For clarification purposes, the hours of work are:

7:00 am to 19:45 (day shift) and 19:00 to 07:45 am – (night shift)

During this shift, 30 minutes of the 45 minute unpaid meal time will be granted and the additional 15 minutes of the unpaid meal time will be taken at the end of the shift. Prior to leaving the workplace, nurses shall ensure that the shift change reporting requirement is carried out in accordance with Central provisions.

Dated at Brockville, Ontario, this 9<sup>th</sup> day of November, 2007.

Renewed at Brockville, Ontario this 16<sup>th</sup> day of September, 2008.

FOR THE EMPLOYER

Huguette Chevreton  
Sharon Mault  
SLL  
Beverly Holmes

FOR THE UNION

[Signature]  
Labour Relations Officer  
Brookhouse  
[Signature]

**LETTER OF UNDERSTANDING**

Between:

**BROCKVILLE PSYCHIATRIC HOSPITAL  
A DIVISION OF THE ROYAL OTTAWA HEALTH CARE GROUP**

And:

**THE ONTARIO NURSES' ASSOCIATION**

Re: Assignment of Overtime

The Parties recognize patient care and safety as a priority and in accordance with Article D.3 of the Local Collective Agreement, the parties agree to the following terms and conditions regarding assignment of overtime:

1. (a) All Registered Nurses will be included on the Overtime availability List unless they provide written notification to Scheduling Office that they do not wish to have their name included on the list.
  - (b) Nurses may request to be added or deleted from the list by providing written notice to Scheduling Office by March 1<sup>st</sup> and September 1<sup>st</sup> each year.
  - (c) Nurses called while on vacation will only be called after staff who are not on vacation. A shift that is accepted during vacation time will be paid at premium rates.
2. It is the Employer's responsibility to offer shifts and overtime in the most cost effective and efficient manner. All overtime hours will be offered to staff on the Overtime Availability List as follows:
    - full time by Nursing program/service
    - regular part-time by Nursing program/service
    - full time hospital wide
    - regular part-time hospital wide
    - casuals
    - staff on vacation in the above order

Note: Any Nurse in an enhanced premium position may be skipped. For clarity, a Nurse in an enhanced premium position is a Nurse who is in a position of potentially gaining more than a single premium shift.

For clarity purposes, "nursing program/service" includes all wards within the service. For example:

- Forensic services includes B.3, B.4  
and \*Forensic O/R
- STU includes 2E, 2W, 3E and 3W
- Elmgrove, \*ECT, Crisis O/R
- Dual Diagnosis
- Geriatrics
- Rehab
- ACTT LG and Lanark
- ACTT D/D
- ACTT Prescott Russell
- GCO

\*Manager to assess needs for replacement

- 4. Scheduling Office will offer overtime shifts by seniority from the entire list from top to bottom before starting at the top of that list for each working day.
- 5. An unanswered call is deemed an offer and no monies are payable if an employee misses a call before it is accepted by another employee. Scheduling Office will track calls by recording date and time call placed to the Nurse and the response.

Dated at Brockville, Ontario, this 9th day of November, 2007.

Renewed at Brockville, Ontario this 16<sup>th</sup> day of September, 2008.

FOR THE EMPLOYER

*Huguette Chénier*  
*Sharon Malt*  
*SLR*  
*Beverly Holmes*

FOR THE UNION

*[Signature]*  
 Labour Relations Officer  
*P. Brockhouse BLS*  
*[Signature]*  
\_\_\_\_\_

**LETTER OF UNDERSTANDING**

Between:

**BROCKVILLE MENTAL HEALTH CENTRE  
A MEMBER OF THE ROYAL OTTAWA HEALTH CARE GROUP**

And:

**THE ONTARIO NURSES' ASSOCIATION**

Re: Grievance Hearing – Step 2

The Parties are agreed to the following process in the event of a grievance submitted at Step 2:

1. The Hospital will provide to the Union, a proposed grievance hearing meeting schedule established by December 15<sup>th</sup> of each year for the following year.
2. The grievance hearing meeting will be scheduled monthly at a mutually agreed to day and time. It is understood that the schedule may be adjusted by mutual agreement.
3. Prior to the meeting, the Parties will agree on the grievance(s) to be heard.
4. Either Party may withdraw from this Agreement with a thirty (30) day written notice to the other Party.

Dated at Brockville, Ontario, this 16<sup>th</sup> day of September, 2008.

FOR THE EMPLOYER

*Huguette Chouinard*  
*Sharon Maitto*  
*SLR*  
*Beverly Holmes*

FOR THE UNION

*[Signature]*  
 Labour Relations Officer  
*[Signature]*  
*Penela Monbouse*  
\_\_\_\_\_

**LETTER OF UNDERSTANDING**

Between:

**BROCKVILLE MENTAL HEALTH CENTRE  
A DIVISION OF THE ROYAL OTTAWA HEALTH CARE GROUP**

And:

**THE ONTARIO NURSES' ASSOCIATION**

Re: Assignment of Charge/Team Leader Responsibility

The parties agree to initiate a process for assignment of charge or team leader responsibility to be monitored for a period of six (6) months and reviewed at the labour management committee for discontinuation, continuation or adjustment:

1. The Employer or designate will endeavour to assign responsibility to the most senior nurse on the ward.
2. Wherever possible this assignment will continue for the duration of the nurse's scheduled shifts and be noted on the six (6) week rotation.
3. Designation of the assigned responsibility may not be waived by the senior nurse.
4. When swapping shifts amongst staff, the charge role will be reassigned to the most senior nurse on the ward on that shift.
5. During the six (6) month trial period of this agreement the matter of professional practice development for junior nurses will be raised at the Nursing Counsel to develop a strategy for implementing and maintaining leadership competencies.

Dated at Brockville, Ontario this 16<sup>th</sup> day of September, 2008.

FOR THE EMPLOYER

*Huguette Cournoyer*  
*Shanna Mantla*  
*ELL*  
*Beverly Palmer*

FOR THE UNION

*[Signature]*  
 Labour Relations Officer  
*Phoolhouse BHA*  
*SA*  
 \_\_\_\_\_  
 \_\_\_\_\_

**LETTER OF UNDERSTANDING**

Between:

**BROCKVILLE MENTAL HEALTH CENTRE  
A DIVISION OF THE ROYAL OTTAWA HEALTH CARE GROUP**

And:

**THE ONTARIO NURSES' ASSOCIATION**

Re: Mentorship


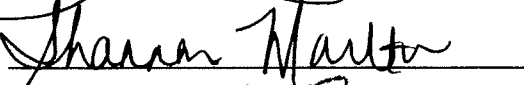
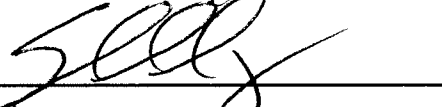
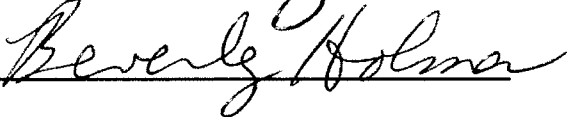
The Hospital agrees that should it intend to introduce Mentorship into the Workplace, the parties will meet and the discussions will entail consideration of the written guidelines of Appendix 7 of the Central Collective Agreement.

Any nurse who wishes to become a mentor will submit their written Expression of Interest to the Corporate Nursing Services by February 15<sup>th</sup> of each year.

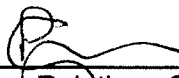

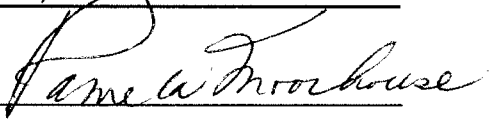
Expressions of Interest will be considered to be in effect for a twelve (12) month period.

Dated at Brockville, Ontario this 16<sup>th</sup> day of September, 2008.

FOR THE EMPLOYER

  
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FOR THE UNION

  
\_\_\_\_\_  
Labour Relations Officer  
  
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