

**COMBINED FULL-TIME AND PART-TIME  
COLLECTIVE AGREEMENT**

Between:

**SOINS CONTINUS BRUYÈRE CONTINUING CARE**  
**(For Saint-Vincent Hospital, Elisabeth Bruyère Hospital and Élisabeth Bruyère Residence)**  
**(hereinafter referred to as the "Hospital")**

And:

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

**Expiry Date: March 31, 2014**

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**APPENDIX 3 – SALARY SCHEDULE****HOURLY RATES****Team Leader**

<b>STEP</b>	<b>ACTUAL</b>	<b>April 1, 2013 (2.75%)</b>
<b>Start</b>	\$30.27	<b>\$31.10</b>
<b>1 Year</b>	\$30.80	<b>\$31.65</b>
<b>2 Years</b>	\$31.33	<b>\$32.19</b>
<b>3 Years</b>	\$32.95	<b>\$33.86</b>
<b>4 Years</b>	\$34.55	<b>\$35.50</b>
<b>5 Years</b>	\$36.52	<b>\$37.52</b>
<b>6 Years</b>	\$38.44	<b>\$39.50</b>
<b>7 Years</b>	\$40.43	<b>\$41.54</b>
<b>8 Years</b>	\$43.28	<b>\$44.47</b>
<b>25 Years</b>	\$44.05	<b>\$45.26</b>

**Registered Nurse**

<b>STEP</b>	<b>ACTUAL</b>	<b>April 1, 2013 (2.75%)</b>
<b>Start</b>	\$29.36	<b>\$30.17</b>
<b>1 Year</b>	\$29.79	<b>\$30.61</b>
<b>2 Years</b>	\$30.29	<b>\$31.12</b>
<b>3 Years</b>	\$31.78	<b>\$32.65</b>
<b>4 Years</b>	\$33.28	<b>\$34.20</b>
<b>5 Years</b>	\$35.15	<b>\$36.12</b>
<b>6 Years</b>	\$37.04	<b>\$38.06</b>
<b>7 Years</b>	\$38.94	<b>\$40.01</b>
<b>8 Years</b>	\$41.70	<b>\$42.85</b>
<b>25 Years</b>	\$42.44	<b>\$43.61</b>

**Graduate Nurse**

<b>STEP</b>	<b>ACTUAL</b>	<b>April 1, 2013 (2.75%)</b>
<b>Start</b>	\$28.52	<b>\$29.30</b>
<b>1 Year</b>	\$28.93	<b>\$29.73</b>
<b>2 Years</b>	\$29.40	<b>\$30.21</b>
<b>3 Years</b>	\$30.91	<b>\$31.76</b>
<b>4 Years</b>	\$32.36	<b>\$33.25</b>
<b>5 Years</b>	\$34.21	<b>\$35.15</b>
<b>6 Years</b>	\$36.06	<b>\$37.05</b>
<b>7 Years</b>	\$37.87	<b>\$38.91</b>
<b>8 Years</b>	\$40.58	<b>\$41.70</b>

**APPENDIX 3 – SALARY SCHEDULE****HOURLY RATES****Occupational Health Nurse**

<b>STEP</b>	<b>ACTUAL</b>	<b>April 1, 2013 (2.75%)</b>
<b>Start</b>	\$30.57	<b>\$31.41</b>
<b>1 Year</b>	\$31.01	<b>\$31.86</b>
<b>2 Years</b>	\$31.47	<b>\$32.34</b>
<b>3 Years</b>	\$33.01	<b>\$33.92</b>
<b>4 Years</b>	\$34.56	<b>\$35.51</b>
<b>5 Years</b>	\$36.48	<b>\$37.48</b>
<b>6 Years</b>	\$38.35	<b>\$39.40</b>
<b>7 Years</b>	\$40.32	<b>\$41.43</b>
<b>8 Years</b>	\$43.18	<b>\$44.37</b>
<b>25 Years</b>	\$43.94	<b>\$45.15</b>

**Registered Nurse, Infection Control**

<b>STEP</b>	<b>ACTUAL</b>	<b>April 1, 2013 (2.75%)</b>
<b>Start</b>	\$29.93	<b>\$30.75</b>
<b>1 Year</b>	\$30.40	<b>\$31.24</b>
<b>2 Years</b>	\$30.87	<b>\$31.72</b>
<b>3 Years</b>	\$32.39	<b>\$33.28</b>
<b>4 Years</b>	\$33.92	<b>\$34.85</b>
<b>5 Years</b>	\$35.83	<b>\$36.82</b>
<b>6 Years</b>	\$37.68	<b>\$38.72</b>
<b>7 Years</b>	\$39.63	<b>\$40.72</b>
<b>8 Years</b>	\$42.45	<b>\$43.62</b>
<b>25 Years</b>	\$43.19	<b>\$44.38</b>

**Nurse Practitioner**

<b>STEP</b>	<b>ACTUAL</b>	<b>April 1, 2013 (2.75%)</b>
<b>Start</b>	\$42.72	<b>\$43.89</b>
<b>1 Year</b>	\$43.94	<b>\$45.15</b>
<b>2 Years</b>	\$45.26	<b>\$46.50</b>
<b>3 Years</b>	\$46.62	<b>\$47.90</b>
<b>4 Years</b>	\$48.01	<b>\$49.33</b>
<b>5 Years</b>	\$49.45	<b>\$50.81</b>
<b>6 Years</b>	\$50.94	<b>\$52.34</b>
<b>7 Years</b>	\$52.46	<b>\$53.90</b>
<b>8 Years</b>	\$53.51	<b>\$54.98</b>
<b>25 Years</b>	\$54.58	<b>\$56.08</b>

**APPENDIX 3 – SALARY SCHEDULE****HOURLY RATES****Clinical Nurse Specialist**

<b>STEP</b>	<b>ACTUAL</b>	<b>April 1, 2013 (2.75%)</b>
<b>Start</b>	\$32.38	<b>\$33.27</b>
<b>1 Year</b>	\$32.95	<b>\$33.86</b>
<b>2 Years</b>	\$33.31	<b>\$34.23</b>
<b>3 Years</b>	\$34.83	<b>\$35.79</b>
<b>4 Years</b>	\$36.51	<b>\$37.51</b>
<b>5 Years</b>	\$38.47	<b>\$39.53</b>
<b>6 Years</b>	\$40.43	<b>\$41.54</b>
<b>7 Years</b>	\$42.39	<b>\$43.56</b>
<b>8 Years</b>	\$45.14	<b>\$46.38</b>
<b>25 Years</b>	\$45.96	<b>\$47.22</b>

## APPENDIX 4

ST. VINCENT HOSPITAL PART-TIME

SUPERIOR BENEFITS AWARDED BY THE CENTRAL ARBITRATION AWARD DATED  
OCTOBER 23, 1981

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Clause #

Central Agreement

Part-time      Applicable Clause from Existing Collective Agreement

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15                    22.01 (a)      ii)      Part-time nurses must work 12 days Note of the 28 preceding a recognized statutory holiday to be entitled to holiday pay for the above mentioned statutory holidays.

17.05                Immunization

18.02 A nurse upon request may receive immunization at the Hospital's expense.

18.03 A nurse who contracts any infectious disease as a result of working for the employer shall receive full treatment and medication at the expense of the Hospital, when not compensated by the Workers' Compensation Act.

18.09 24.05            1.      Educational bonuses shall be payable, twice yearly, by May 30<sup>th</sup> and November 30<sup>th</sup>, to all Registered Nurses still in the employ of the Hospital at the following conditions;

(a)      The education held by the nurse must be within the ones recognized by the SCO Hospital;

(b)      A copy of the diploma or certificate must be submitted by the Nurse to the Immediate Supervisor and added to the Employee file;

(c)      In accordance with the above, a nurse possessing more than one certificate or diploma shall be entitled only to the bonus of the higher rank only;

(d)      The entitlement to the bonus shall commence at the beginning of the pay period following the production of the diploma or certificate to the Immediate Supervisor.

2.      (a)      Effective October 1, 2001, the following premiums will be applicable;

Nursing Administration Course	\$0.10 per hour for all hours worked
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Certificate or Diploma in advance	\$0.20 per
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nursing studies	hour for all hours worked
Bachelor's in nursing or related field	\$0.55 per hour for all hours worked
Master's in nursing or related field	\$0.70 per Hour for all hours worked

- (b) Effective the date a Bachelor's degree becomes a mandatory requirement of the College of Nurses, no premiums will be payable to newly hired nurses and to nurses completing a Bachelor's degree after such date.

Nurses in receipt of the premium prior to this date shall be red circled as of that date and shall continue receiving the premium until they leave the Hospital's employment.

**APPENDIX 4****ST. VINCENT HOSPITAL FULL-TIME**

**SUPERIOR BENEFITS AWARDED BY THE CENTRAL ARBITRATION AWARD DATED  
OCTOBER 23, 1981**

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**Clause #**

**Central Agreement**

**Full-time      Applicable Clause from Existing Collective Agreement**

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**18.05**

**Immunization**

**18.02** A nurse upon request may receive immunization at the Hospital's expense.

**18.03** A nurse who contracts any infectious disease as a result of working for the employer shall receive full treatment and medication at the expense of the Hospital, when not compensated by the Workers' Compensation Act.

**19.09 24.05**

**1.** Educational bonuses shall be payable, twice yearly, by May 30<sup>th</sup> and November 30<sup>th</sup>, to all Registered Nurses still in the employ of the Hospital at the following conditions;

(a) The education held by the nurse must be within the ones recognized by the SCO Hospital;

(b) A copy of the diploma or certificate must be submitted by the Nurse to the Immediate Supervisor and added to the Employee file;

(c) In accordance with the above, a nurse possessing more than one certificate or diploma shall be entitled only to the bonus of the higher rank only;

(d) The entitlement to the bonus shall commence at the beginning of the pay period following the production of the diploma or certificate to the Immediate Supervisor.

**2. (a)** Effective October 1, 2001, the following premiums will be applicable;

Nursing Administration Course	\$0.10 per hour for all hours worked
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Certificate or Diploma in advance nursing studies	\$0.20 per hour for all hours worked
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Bachelor's in nursing or related field	\$0.55 per hour for all hours worked
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Master's in nursing or related field

\$0.70 per  
hour for all  
hours worked

- (b) Effective the date a Bachelor's degree becomes a mandatory requirement of the College of Nurses, no premiums will be payable to newly hired nurses and to nurses completing a Bachelor's degree after such date.

Nurses in receipt of the premium prior to this date shall be red circled as of that date and shall continue receiving the premium until they leave the Hospital's employment.

## APPENDIX 4

**ELISABETH BRUYÈRE HEALTH CENTRE FULL-TIME**

SUPERIOR CONDITIONS AWARDED BY THE CENTRAL ARBITRATION AWARD DATED OCTOBER 23, 1981

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Clause #  
Central

Agreement

Applicable Clause from Existing Collective (full-time) Agreement

19.09	A.5	1.	<p>Educational bonuses shall be payable, twice yearly, by May 30<sup>th</sup> and November 30<sup>th</sup>, to all Registered Nurses still in the employ of the Hospital at the following conditions;</p> <p>(a) The education held by the nurse must be within the ones recognized by the SCO Hospital;</p> <p>(b) A copy of the diploma or certificate must be submitted by the Nurse to the Immediate Supervisor and added to the Employee file;</p> <p>(c) In accordance with the above, a nurse possessing more than one certificate or diploma shall be entitled only to the bonus of the higher rank only;</p> <p>(d) The entitlement to the bonus shall commence at the beginning of the pay period following the production of the diploma or certificate to the Immediate Supervisor.</p>								
		2.	<p>(a) Effective October 1, 2001, the following premiums will be applicable;</p> <table border="0" style="margin-left: 40px;"> <tr> <td style="padding-right: 20px;">Nursing Administration Course</td> <td style="text-align: right;">\$0.10 per hour for all hours worked</td> </tr> <tr> <td>Certificate or Diploma in advance nursing studies</td> <td style="text-align: right;">\$0.20 per hour for all hours worked</td> </tr> <tr> <td>Bachelor's in nursing or related field</td> <td style="text-align: right;">\$0.55 per hour for all hours worked</td> </tr> <tr> <td>Master's in nursing or related field</td> <td style="text-align: right;">\$0.70 per hour for all hours worked</td> </tr> </table> <p>(b) Effective the date a Bachelor's degree becomes a mandatory requirement of the College of Nurses, no premiums will be payable to newly hired nurses and to nurses completing a Bachelor's degree after such date.</p>	Nursing Administration Course	\$0.10 per hour for all hours worked	Certificate or Diploma in advance nursing studies	\$0.20 per hour for all hours worked	Bachelor's in nursing or related field	\$0.55 per hour for all hours worked	Master's in nursing or related field	\$0.70 per hour for all hours worked
Nursing Administration Course	\$0.10 per hour for all hours worked										
Certificate or Diploma in advance nursing studies	\$0.20 per hour for all hours worked										
Bachelor's in nursing or related field	\$0.55 per hour for all hours worked										
Master's in nursing or related field	\$0.70 per hour for all hours worked										

Nurses in receipt of the premium prior to this date shall be red circled as of that date and shall continue receiving the premium until they leave the Hospital's employment.

**ARTICLE A - RECOGNITION**

- A.1 The Employer recognizes the Ontario Nurses' Association as the bargaining agent for all registered and graduate nurses employed by Soins continus Bruyère Continuing Care in Ottawa engaged in nursing care and teaching, save and except head nurses, and persons above the rank of head nurse.
- A.2 (a) Registered or graduate nurses who are members of the Sisters of Charity will not become members of the Union.
- (b) The position of Registered Nurse, Infection Control is in the Bargaining Unit.

**ARTICLE B - MANAGEMENT RIGHTS**

- B.1 The Association recognizes that the management of the hospital and the direction of the working force are fixed exclusively in the Employer and shall remain solely with the Employer except as specifically limited by a provision of this Agreement. Without restricting the generality of the foregoing the Association acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall and suspend or otherwise discipline nurses, provided, subject to Article 7.06, that a claim by a nurse that she has been discharged or disciplined without just cause may become the subject of a grievance and may be dealt with as hereinafter provided.
- (c) determine, in the interest of efficient operation and highest standard of service, job rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment for any service;
- (d) determine the number of personnel required, the services to be performed and the methods, procedures and equipment to be used in connection therewith; subject to the availability of staff the Employer agrees to endeavour to keep all wards of the Hospital adequately staffed;
- (e) make and enforce and alter from time to time reasonable rules and regulations to be observed by the nurses, provided that such rules and regulations shall not be inconsistent with the provisions of this agreement. The Employer will advise the Association of any changes in rules and regulations in advance.
- B.2 It is agreed that these rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

**ARTICLE C - ASSOCIATION REPRESENTATION**

- C.1 Hospital-Association Committee - shall be composed of up to four (4) Association Representatives and of up to four (4) Hospital Representatives.

- C.2 Negotiating Committee - shall be composed of up to four (4) Association representatives.
- C.3 Grievance Committee - shall be composed of up to three (3) Association representatives.
- C.4 Professional Development Committee shall be composed of two (2) association representatives and two (2) Hospital representatives, one of whom shall be the Chief Nursing Officer or designate and one of whom shall be the Bargaining Unit President or designate.
- C.5
  - a) Orientation of newly hired nurses shall be up to fifteen (15) minutes and if five (5) or more nurses are present it will be up to thirty (30) minutes with an Association representative as provided in Article 5.06.
  - b) The employer will give notice fifteen (15) days prior to the date of the meeting. The time allowed for the Association representative will not be scheduled during meal and/or rest periods. The Hospital will notify the local President or designate as soon as possible, but at least by the Friday afternoon before the orientation meetings to notify them if there are nurses scheduled to attend.

**ARTICLE D - LEAVE OF ABSENCE - ASSOCIATION BUSINESS (LOCAL)**

- D.1 There shall be a maximum of one hundred and fifty (150) days annually subject to a written notice of ten (10) working days and it is agreed that not more than four (4) nurses shall be granted leave at the same time and that not more than one (1) nurse per unit. Such leave will not be unreasonably denied.

When the Association request leaves of absence for union business with minimum written notice six (6) weeks in advance these requests shall be granted by the employer. The number of days granted under this portion will not exceed thirty (30) days and will be included in the above-noted total of one hundred and fifty (150). It is understood that the Association will identify these days (30 days) at the time of the request.

Notwithstanding the above, the Association will provide the employer with as much notice as possible for any union leave requests.

- D.2 Payment of the union business days will be made by the Hospital and the Association will reimburse on a quarterly basis for the full cost of the salary paid.
- D.3 The Bargaining Unit President shall be granted leave with pay for up sixteen (16) 7 ½ hour days per fiscal year to conduct regular union business with the Hospital and to address issues of mutual interest to the Hospital and the Association, including discipline and accommodation meetings. Such paid leave of absence will be scheduled in advance at a mutually agreeable time.

Regular union business excludes such things as arbitration, union conventions and labour board.

## **ARTICLE E - HOURS OF WORK - SCHEDULING**

E.1 For purposes of defining tours of duty and calculating entitlement of overtime compensation except as otherwise provided in Section E.7, the normal day shall be a twenty-four (24) hour period which includes three (3) tours of seven and a half (7 ½) hours per day:

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

07h30 - 15h30 for the day shift  
 15h30 - 23h30 for the evening shift  
 23h30 - 07h30 for the night shift

### **E.2 Scheduling Objectives**

Objectives in the formulation of working schedules have been left to local arrangements. These local arrangements permit flexibility by encouraging individual responsibility. As a guide to the type of scheduling arrangements which the Hospital will maintain and follow, the parties set out below standard objectives, recognizing that the Hospital may not always be able to attain these objectives and that their attainment may be varied with the consent of those concerned.

- (a) The Employer will endeavour to schedule every second weekend off for nurses working on a normal daily tour and on an extended tour.
- (b) There shall be at least a period of sixteen (16) consecutive hours off between a change of tours.

A nurse will be scheduled for at least forty-eight (48) hours off when changing from night tour to a day tour, unless otherwise agreed to or except where:

- i. such tour has been worked by the nurse to satisfy specific days off requested by this registered nurse;
  - ii. such tour is worked as a result of an exchange of tours with another registered nurse;
  - iii. the registered nurse volunteers in writing to work such tour.
- (c) Schedules will be posted no less than fourteen (14) days in advance.
- (d) Where possible, a nurse will be scheduled off at least four (4) days in any two week period including at least one period of two (2) consecutive days.
- (e) A nurse will not be scheduled to work more than five (5) consecutive days except by mutual consent.
- (f) A full-time nurse who works on two rotations may not be required to change tours of duty more than once every seven (7) days.

- (g) No split tours will be scheduled unless by mutual consent of the parties.
- (h) The Hospital will schedule three days off at either Christmas or New Year's for all nurses and will endeavour to schedule at least two (2) additional days off for a total of at least five (5) consecutive days off. Time off at Christmas shall include Christmas Eve, Christmas Day, and Boxing Day, and time off at New Year's shall include New Year's Eve, New Year's Day and the day after New Year's unless mutually agreed otherwise except in areas where nurses are not normally required to work on weekends and paid holidays.
- (i) The scheduling objectives will not apply from December 15th to January 5th.
- (j) The scheduling of time off at Christmas or New Year's shall be done on a nursing unit basis according to their seniority and nurses will be alternating Christmas and New Year's each year, unless mutually agreed otherwise, provided that a qualified complement of nurses is maintained in the unit.
- (k) Prior to Christmas and New Year holidays, however, the rotation schedules shall be posted by December 1st of each year.
- (l) For the purpose of scheduling, a weekend consists of a minimum of fifty-six (56) consecutive hours off from work during the period following the completion of the Friday shift until the commencement of the Monday shift.

E.3 Requests for shifts exchange or days off on the posted schedules must be submitted in writing to the Immediate Supervisor/SRO forty-eight (48) hours in advance of the affected date, except in an emergency situation. Shifts exchanges shall be co-signed by the nurses willing to exchange. However, it is understood that such requests, when initiated by a nurse and approved by the Employer shall not result in overtime compensation or payment to any of the nurses affected.

E.4 The Employer will endeavour to continue its present practice of affording nurses the opportunity of working specific tours with the exception of temporary rotation for purposes of in-service education to upgrade the nurse's professional skills.

It is understood that in-service education may include non-classroom activities and assignments.

E.5 A nurse who normally rotates on two (2) tours shall be scheduled for a minimum of 50% of the tours on days unless mutually agreed otherwise.

A part-time nurse who normally rotates on all three (3) tours shall not be scheduled to work more than two (2) consecutive weeks of night tour and evening tour without her written consent or request. A minimum of 50% of the nurse's scheduled tours shall be on days.

E.6 Lieu time off for overtime for full-time and regular part-time nurses shall be scheduled at a mutually agreeable time. Time equivalent to two tours may be accumulated and must be taken within sixty (60) days unless agreed otherwise with the immediate supervisor.

If the time off is not taken or granted then it shall be paid out at the end of the fiscal year.

**E.7**            Scheduling - Hours of Work (Part-time only)

- (a) All regular part-time nurses in a unit will be scheduled up to their committed hours by seniority before any casual part-time nurses are utilized.
- (b) When regular part-time nurses on the unit have been given the opportunity to work up to their commitment, the Hospital will endeavour to offer additional tours to regular part-time nurses on the unit on the basis of seniority, prior to offering tours to casual nurses, subject to the following:
  - i) Nurses who wish not to be considered for additional tours must indicate their unavailability in the manner prescribed by the Hospital;
  - ii) A tour will be deemed to be offered whenever a call is placed;
  - iii) It is understood that the Hospital will not be required to offer tours which would result in overtime premium pay;
  - iv) When a regular part-time nurse accepts an additional tour, she/he must report for that tour unless arrangements satisfactory to the hospital are made;
  - v) Provided they are qualified, nurses may submit their availability to work additional tours to more than one unit, if to do so is in accordance with existing Hospital practice.

**E.8**            Week-ends

A nurse will receive premium pay for all hours worked on a third consecutive and subsequent weekend save and except where:

- (a) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
- (b) such nurse has requested weekend work; or
- (c) such weekend is worked as the result of an exchange of shifts with another nurse.
- (d) such nurse is a Weekend Worker.
- (e) a nurse applies for and posts into a part-time position that requires the employee to work every weekend or more weekends than provided for in Article E.2 (a). It is understood that only one position per unit will be dedicated for this type of position.

- E.9**
- (a) Unless circumstances prevent a nurse from doing so, they must give the Employer, three (3) hours notice if unable to work a scheduled night shift, three (3) hours notice for evening scheduled shift and one and a half (1.5) hours notice for scheduled day shift.
  - (b) A nurse called after the commencement of the shift and arrives within one hour of the call, will be paid as of the time of the call.

## E.10

Self-Scheduling

The Association and the Hospital agree in principle to the concept of self-scheduling. Self-scheduling is the collective responsibility of the nurses involved to ensure the proper coverage of the unit and to ensure that all provisions of the Collective Agreement are respected at all times. Should the Hospital or the nurses wish to implement self-scheduling on a particular unit, the nurses shall do so in writing to the Employer and the Association. The Employer shall do so in writing to the Association.

- (a) The secret ballot vote will be conducted solely by the Association and the Association will inform the Hospital of the result of the vote. When eighty percent (80%) of the employees on a unit indicate their willingness to participate in self-scheduling, the Association and the Employer will meet forthwith to make arrangements to implement self-scheduling.
- (b) Self-scheduling may be cancelled by either the Hospital or the Association upon a minimum of eight (8) weeks written notice to the other party. The nurses will indicate by a seventy percent (70%) vote by secret ballot their desire to discontinue self-scheduling.

The Collective Agreement shall apply in all respects. Violation of the Collective Agreement will not be permitted.

- i) The Hospital and the Union will develop guidelines and the Immediate Supervisor will modify them with the nurses to meet the operational needs. A copy will be provided to the Bargaining Unit President.
- ii) Nurses participating in self-scheduling will be responsible to develop a Master Rotation. They will also be responsible for the preparation of each schedule by indicating their tours of duty, statutory holidays, and lieu days in accordance with the unit's self-scheduling guidelines.
- iii) The Immediate Supervisor will review the schedule to ensure that the needs of the unit are met and the Collective Agreement is respected. In cases where discrepancies occur, the schedule will be returned to the facilitator for correction. It is understood that a schedule which contravenes the scheduling guidelines or the Collective Agreement will not be posted and the Master Rotation will be in effect.

## E.11

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

The process for reassignment will be as follows:

- (a) by casual nurses
- (b) nurses with a designated mobile position and nurses with a regular replacement position from a different unit

- (c) regular part-time nurses from another unit, job sharer nurses from another unit and nurses in temporary positions from another unit
- (d) nurses with a designated replacement position from the home unit
- (e) regular part-time nurses, job sharer nurses and nurses in temporary position on the home unit
- (f) retired nurses (eligible for a pension under HOOPP) who have been rehired in a regular part-time or casual position
- (g) regular full-time nurses as a last resort.

When staff is reassigned to another unit, it is the responsibility of the RNs on the receiving unit to reorganize the workload in an equitable fashion based on the patient care needs.

E.12 The administrative duties include generally but not exclusively the following duties:

- (a) Reassignment of staff in a unit or to other units,
- (b) Calling administration or the operational on call or delegate for issues which cannot be resolved at the unit level.
- (c) If a nursing issue has been discussed with the designated administrative duties nurse and the administrative duties nurse agrees a registered nurse may call the operational on call to discuss the issue.

The administrative duties will be assigned by the manager or delegate. The manager or delegate will endeavour to assign the administrative duties on a rotational basis subject to operational requirements and the skills, abilities and experience of the nurse. There shall be one nurse assigned administrative duties per unit level.

There shall be two administrative duties nurses per unit level (one per unit) at the Saint-Vincent Hospital.

- E.13
- (a) Once the Unit Schedules are completed, all Mobile Unit nurses and Replacement nurses will be prescheduled up to their commitment to work. The Hospital will endeavour to assign them the remaining available tours of duty and the available short-term vacancies as defined in article K.1) as much in advance as possible.
  - (b) The above does not preclude the Hospital's right to mobilize such nurses where required in accordance with article E.11.

**ARTICLE F – PAID HOLIDAYS**

- F.1 The following shall be recognized as paid holidays:
- |                                     |                  |
|-------------------------------------|------------------|
| New Year's Day                      | Civic Holiday    |
| Family Day (3rd Monday in February) | Labour Day       |
| Good Friday                         | Thanksgiving Day |
| Easter Monday                       | Remembrance Day  |
| Victoria Day                        | Christmas Day    |
| July 1st                            | Boxing Day       |
- F.2 Lieu days off shall be granted within sixty (60) days of the date on which the holiday was observed to be taken on a day to be selected by mutual agreement between the Employer and the nurse.
- F.3 If a paid holiday is observed during a nurse's vacation period or on her regular day off she shall be granted a lieu day off on a date to be selected by agreement between the Employer and the nurse.
- F.4 The Hospital will endeavour to schedule a holiday designated for a Friday or a Monday to be an off day for a nurse scheduled to be off on the adjacent Saturday and Sunday. Conversely, the Hospital will endeavour to schedule a holiday designated for a Friday or a Monday to be a work day for a nurse scheduled to work on the adjacent Saturday and Sunday.

**ARTICLE G - VACATIONS**

- G.1 The vacation year shall be May 1<sup>st</sup> to April 30<sup>th</sup> inclusive of the following calendar year.
- G.2
- (a) It is understood and agreed that vacation weeks are not necessarily continuous; however, the Employer will endeavour to accommodate the wishes of the nurses with respect to the choice of vacation dates, subject to the right of the Employer to operate the Hospital in an efficient manner.
  - (b) Nurses will be given preference with respect to vacation on their unit in their own category (full-time or part-time) as shown on the current seniority list.
  - (c) A maximum of three (3) weeks vacation may be taken between no earlier than the 15<sup>th</sup> of June and no later than the 15<sup>th</sup> of September.
- Once the leave for the above-noted period has been granted in accordance with G.7 and G.2 nurses may request additional blocks of one or more week's vacation for the above-noted period. Requests will be considered and granted by seniority in accordance with the established process.
- G.3 Vacation schedules shall be posted by no later than May 1<sup>st</sup> in any year. The Hospital agrees to provide separate seniority lists for full-time and part-time nurses with respect to preference of vacation periods.

Prior to leaving on vacation, nurses shall be notified of the date and time on which to report for work following vacation if the schedule is not posted.

- G.4 The Hospital will consider the request to carry forward for one (1) year any unused portion of vacation credits up to a maximum of two (2) weeks. This request must be submitted no later than March 1 of the applicable vacation year in writing to the Immediate Supervisor. This portion shall not be taken between the period of June 15<sup>th</sup> and September 15<sup>th</sup>.
- G.5 The Hospital will endeavour to maintain the regular schedule during the vacation period. It is understood that a vacation week shall include at least one (1) weekend off, but will also include the other weekend off if one of the following conditions is met:
- (a) vacation is requested for an even number of weeks and begins on a regular weekend off;
  - (b) the nurse agrees to work consecutive weekends prior to and/or after the vacation period;
  - (c) the nurse agrees to take a day in lieu of a banked statutory holiday, or an additional vacation day, for the additional day off needed (for the other weekend off).
- G.6 Requests for changes in vacation periods received after the vacation planner is posted and prior to the time of preparation of the schedule must be in writing to the Scheduling Resources Office and such requests will not be unreasonably denied.
- Requests for changes in vacation periods must be in writing to the Scheduling Resources Office. Serious consideration will be given to each request and the employee will notify the employer as soon as possible and such requests will not be unreasonably denied if exceptional circumstances exist.
- G.7 The vacation planner(s) process will commence during the months of February and September. Vacation requests shall be submitted in writing to the Immediate Supervisor on the vacation planner(s) no later than the established deadlines which shall be no less than three weeks from the date the vacation planner process was commenced. In such cases, confirmation of granted leave shall be confirmed to the nurses no later than six weeks following the above-noted established deadline. Prior to the preparation of each schedule, special requests can also be presented in writing to the Immediate Supervisor but such leave will be granted on the basis of first come first serve and only when replacement capacity permits.
- G.8 Vacation pay for part-time nurses will be banked and payable upon nurses' request. Unused vacation bank shall be paid at the end of the fiscal year. Nurses will bank vacation for the following fiscal year.

## **ARTICLE H - GENERAL**

### **H.1 Definitions**

- (a) "Rotation Schedule" is a written statement setting forth the days and hours upon which the nurses are normally required to work, and the days upon which nurses are normally scheduled to be off work.
- (b) "Tour" means consecutive working hours for a nurse.

- (c) For the purposes of Article 14.15 (full-time) and 14.14 (part-time) the weekend premium shall be paid from 2330 hours Friday to 2330 hours Sunday.
- (d) "Days" except where specified otherwise, refers to a calendar day.
- (e) For the purposes of Article E, "Commitment hours" is determined at the time of posting.

H.2 Separate Seniority Lists for full-time and part-time nurses shall be provided to the Union on a quarterly basis. The employer shall post a seniority list twice a year at the Human Resources kiosk of both sites.

H.3 The Employer shall provide bulletin boards for the use of the Association as per the current practice at both sites. It is also agreed that the documents posted shall not be offensive and/or discriminatory to the Employer. The Employer shall provide an office space to the local Association. E-mail shall be accessed during break time and/or time off.

H.4 Both the French and English texts of this agreement shall be considered the official texts. The Employer and the Association will equally share the cost of printing and translation of the Collective Agreement.

H.5 Termination of Employment

- (a) Nurses leaving the service of the Hospital shall be responsible for the return of Hospital property or its equivalence upon termination.
- (b) Upon request a letter confirming the Employment history will be provided to all nurses leaving the service of the Hospital.

H.6 Payroll Policies

- (a) The Employer shall pay its nurses every two (2) weeks by bank deposit in the Employee's designated bank.
- (b) The Employer shall provide a pay stub with the following information: initials of the wage-earner; date of pay period; deductions made; the number of working hours both regular and overtime.
- (c) Any omission or error on the pay will be adjusted on the next pay cheque. If an omission or error on the part of the employer is equivalent to one half (1/2) tour or more, the nurse may request to be paid within the next three (3) working days.

H.7 Prepaid Leave

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

H.8 The Employer shall provide the Local Association with a list of name, address and phone number of the bargaining unit member every year on March 1<sup>st</sup>.

- H.9 The parties agree that any unsuccessful candidate for an ONA position will be notified in writing (may include email) or by discussion once the successful candidate has been chosen. At the request of the employee, the Hospital will discuss with the unsuccessful candidate ways in which they can improve their qualifications for future postings.

### **ARTICLE I – MODIFIED WORK**

- I.1 The Hospital will provide the Union, a monthly list which includes the names of the following employees:
- i) Employees absent from work because of a workplace injury who are in receipt of Workplace Safety Insurance Board benefits;
  - ii) Employees who are currently on a temporary modified work program related to a workplace injury;
  - iii) Employees who are in receipt of Workplace Safety and Insurance Board benefits who require long term accommodation in the workplace; and
  - iv) Employees absent from work because of disability who are in receipt of Long Term Disability benefits.
- I.2 The Hospital agrees to provide the Union and the employee with a copy of the Workers' Compensation Board Form 7 at the same time it is sent to the Board, with the exclusion of social insurance number and date of birth.
- I.3 For each return to work where the Occupational Health and Safety Service determines in consultation with the Association that a meeting is required, Hospital and Association representatives will meet. The purpose of such a meeting will be to establish a fair and appropriate return to work plan for the affected employee, consistent with all applicable legislation.
- I.4 When it has been medically determined that an employee is unable to return to the full duties of her or his position due to a disability/injury, the Hospital will notify and meet with the local representative and staff representative of the Ontario Nurses' Association to discuss the circumstances surrounding the employee's return to suitable work.
- I.5 A return to work arising out of I.3 or I.4 may include a period of orientation, as determined by the employer, when the return to work is on a unit other than the nurse's original unit.

### **ARTICLE J – VIOLENCE IN THE WORKPLACE**

The Employer agrees to develop explicit policies and procedures to deal with violence. The policy will address the prevention of violence, the management of violent situations and the support to employees who have faced violence. The policies and procedures shall be part of the Employer's health and safety policy and written copies shall be made available to employees.

**ARTICLE K – TEMPORARY POSITIONS**

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

- K.1 For any temporary vacancies which are not expected to exceed ninety (90) calendar days:
- (a) Consideration will be given to regular part-time nurses on the nursing unit in question on the basis of seniority who are qualified to perform the work in question according to skills, ability, experience and qualifications.
  - (b) If no such employees are available, such position will be offered to casual nurses according to seniority, skills, ability, experience and qualifications.
  - (c) If no casual nurses are available, such position, if full-time, will be offered to full-time nurses on the nursing unit in question on the basis of seniority, skills, ability, experience and qualifications.
- 
- K.2 In cases of vacancies which are expected to exceed ninety (90) calendar days but not more than 35 weeks:
- (a) Consideration will be given to regular part-time nurses on the unit on the basis of seniority who are qualified to perform the work in question according to skills, ability, experience and qualifications. If no regular part-time member available on the unit, the position shall be offered to regular part-time in the hospital then to casual nurses.
  - (b) If no such part-time nurse is available, the position will then be posted according to article 10.07 (a) of the Central Collective Agreement.
    - i) the mention "temporary position" will appear on all of the postings;
    - ii) all nurses working at the Bruyère Continuing Care will be given the opportunity to apply in accordance with article 10.07 (a);
    - iii) the selection of applicants would be done in accordance with article 10.07 (c) of the Central Collective Agreement.
    - iv) if another vacancy is created as a result of such a posting, the second vacancy will also be posted in the same manner. Any subsequent vacancies will be offered by seniority to any nurse on the casual seniority list.
- K.3 Vacancies enunciated in article 10.07 (d) which are expected or known to exceed 35 weeks will be posted in accordance with article 10.07 (a).

Dated at Ottawa, Ontario, this 21 day of November 2011.

**FOR THE HOSPITAL**

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Lina Lépine  
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Fabrice Lévesque  
\_\_\_\_\_  
Docteur  
\_\_\_\_\_  
[Signature] CRHA  
\_\_\_\_\_  
Marie Francoeur

**FOR THE ASSOCIATION**

Charles → ART LK8  
\_\_\_\_\_  
Serge Chano B4P 84  
\_\_\_\_\_  
Santhotto RW  
\_\_\_\_\_  
Thomas  
\_\_\_\_\_  
Jane Ormer

2011-01  
LETTER OF UNDERSTANDING

Between

**BRUYÈRE CONTINUING CARE**  
(hereinafter called the "Hospital")

And

**ONTARIO NURSES' ASSOCIATION**  
(hereinafter called the "Union")

Extended Tours

The Employer agrees to meet with the Association upon request to discuss the implementation and elimination of extended hour tours within various areas of the Hospital. The Hospital will give consideration to implementing extended hour tours in an area where the Association is able to demonstrate to the satisfaction of the Hospital that more than 80% of the nurses involved wish extended hour tours. If the parties agree to the implementation of extended hour tours in an area, they shall be implemented in accordance with the parties' agreement for a trial period of six months. The parties shall meet to review the situation during the fifth month after implementation.

The Hospital will also give consideration to eliminating extended hour tours if the Association can demonstrate to the satisfaction of the Hospital that more than 51% of nurses involved wish the elimination of extended hour tours in their area. None of the above shall restrict the elimination of extended hour tours if necessary.

This agreement concerning extended hour tours is subject to continuing approval from the Director of the Employment Standard Branch.

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

Dated at Ottawa, Ontario, this 21 day of November 2011.

FOR THE HOSPITAL

[Signature]  
Liane Bégin  
Dalys Fortin  
[Signature]  
[Signature] CRHA  
Marie-Jane

FOR THE ASSOCIATION

[Signature] ART/LRS  
Serge Chavan BUP 84  
[Signature]  
[Signature]  
Jane [Signature]

**2011-02  
LETTER OF UNDERSTANDING**

Between

**BRUYÈRE CONTINUING CARE**  
(hereinafter called the "Hospital")

And

**ONTARIO NURSES' ASSOCIATION**  
(hereinafter called the "Union")

Job Sharing

In order to retain the most highly qualified labour force possible and to adequately meet the changing needs of our employees, Bruyère Continuing Care accepts the principle of job sharing. If Bruyère Continuing Care agrees to a job sharing agreement pursuant to Article 20.01 of the Central Agreement, it will be conducted in accordance with the following procedures:

1.00 Definition

- (a) Job sharing is generally defined as being an arrangement under which two (2) employees or more share the hours of work of one full-time position, as provided in Article 20 of the full-time Collective Agreement.

2.00 Application for Job Sharing

- (a) An application for job sharing is considered by Bruyère Continuing Care on an individual basis.

3.00 Status

- (a) In this Agreement, the full-time position shall be shared by two (2) nurses each working (.5) at the rate of 37.5 hours per pay period.

4.00 Applicable Collective Agreement

- (a) That job sharers are considered regular part-time for all purposes under the Collective Agreement, save and except scheduling provisions. The full-time scheduling provisions are applicable to job sharers.  
Clarity note: Job sharers are treated as regular part-time nurses for the purposes of Article E.11.

- (b) Additional tours are to be distributed between job sharers and regular part-time members on the basis of seniority.

5.00 Hours and Work Schedule

- (a) The procedures governing working hours and the establishment of work schedules are defined in section 13 of the Collective Agreement governing part-time workers, and in section E of the Local Appendix. In addition, the provisions governing weekends and statutory holidays shall apply as if the position were filled by one person only.
- (b) The signatory employees shall share working hours in an equitable manner. However, such a sharing process should meet departmental needs, and receive the approval of the department heads and may also include evening shifts, night shifts and weekends, in accordance with the provision of the Collective Agreement.

In the event of any conflict between the nurses involved in the agreement regarding the choice of a statutory holiday which is to be worked or not, seniority shall be the deciding factor.

- (c) Payment for overtime approved by the Manager shall be made in accordance with the applicable Collective Agreement.
- (d) When required by the Manager or delegate, the Employees who are signatories to this Agreement shall replace each other except agreed otherwise by all parties during vacations, sick leave, statutory holidays or during any absence, in order to ensure that service is not affected.
- (e) If one of the job sharers leaves the arrangement, the remaining job sharer shall have the option of continuing in the full-time position. If she does not accept the full-time position the remaining portion of the job sharing shall be posted as per the collective agreement.

#### 6.00 Vacant Portion of a Position

- (a) In the event of a vacant position, the person remaining on the job promises to work full-time on a temporary basis, in the expectation that the vacancy shall be filled in an adequate manner. The portion of the position to be filled resulting from this vacancy shall be posted, in accordance with the Collective Agreement.
- (b) In the event that it is impossible to adequately fill the vacancy, Bruyère Continuing Care may terminate this Agreement. The position shall then be offered to the person who remains on the job and, if this person refuses the said offer, the full position shall then be posted.

#### 7.00 Seniority

- (a) Seniority for each member of the team shall be calculated in accordance with the Collective Agreement governing regular part-time work.

#### 8.00 Cancellation of the Agreement

- (a) If either of the signatory parties wishes to cancel this Agreement, the party in question must give prior notice of at least ninety (90) days to the other parties to the Agreement.

If the initiative for such action originates with Bruyère Continuing Care, Bruyère Continuing Care will attempt to provide those employees sharing a job with positions





2011-04  
LETTER OF UNDERSTANDING

Between

**BRUYÈRE CONTINUING CARE**  
(hereinafter called the "Hospital")

And

**ONTARIO NURSES' ASSOCIATION**  
(hereinafter called the "Union")

Retiree Benefits- Process for payment

Whenever a nurse has the option to maintain her benefits coverage and elects to do so, such nurse agrees to provide advance payment of the benefits through post-dated cheques provided on a yearly basis.

It is understood that any transaction would be dated the first of each and every month.

The Hospital will notify the Association of the benefits costs to retired nurses annually and each time the benefits costs are adjusted.

Dated at Ottawa, Ontario, this 21 day of November 2011.

FOR THE HOSPITAL

[Signature]  
Lima Dupine  
Fahy  
Ar/orth  
[Signature] CE+HA  
Inactive Insurance

FOR THE ASSOCIATION

[Signature] Ratcko  
Serge Chavan BUP 84  
Laurie Both RN  
[Signature]  
Jill Schner

2011-05  
LETTER OF UNDERSTANDING

Between

**BRUYÈRE CONTINUING CARE**  
(hereinafter called the "Hospital")

And

**ONTARIO NURSES' ASSOCIATION**  
(hereinafter called the "Union")

Re: Article 13.04 Unit Weekend Schedule

The Association and the Hospital acknowledge the prior implementation of unit weekend schedules in accordance with Article 13.04 of the Collective Agreement and the implementation of the following protocol:

1. The two extended tours will be scheduled between 19:30 Friday and 7:30 Monday. Weekend workers may, in accordance with normal unit shift exchange practice, exchange extended tours with another Registered Nurse during the weekend hours only.
2. The 7.5 hour tour will normally be scheduled on Friday or Monday. Subject to the normal shift exchange practices of the unit, the Nurse may exchange this tour with any other Nurse who is working a 7.5 hour tour.
3. Employees working extended tours will be scheduled for a total of 45 minutes of paid rest periods and 45 minutes of unpaid meal time. It is understood that 15 minutes of paid rest time may be scheduled in conjunction with an unpaid meal break.
4. The provisions of the article E.2 b) in the Local ONA Collective Agreement will not apply to the extended tour schedule. Should there be amendments to article E.2 b), pursuant to a subsequent round of negotiations the parties agree to meet to consider the impact of such amendments.
5. Nothing in this agreement shall be construed to mean that the parties have agreed that the Hospital can fill a position where an employee has not expressed a preference for a unit weekend schedule.

Dated at Ottawa, Ontario, this 21 day of November 2011.

FOR THE HOSPITAL

[Signature]  
 \_\_\_\_\_  
 Lina Desjardins  
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 Fabrice Lahaie  
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 [Signature] CEHA  
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 Martine Gaudin

FOR THE ASSOCIATION

[Signature]  
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 Serge Chaves BUP 84  
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**2011-06  
LETTER OF UNDERSTANDING**

Between

**BRUYÈRE CONTINUING CARE**  
(hereinafter called the "Hospital")

And



**ONTARIO NURSES' ASSOCIATION**  
(hereinafter called the "Union")

Re: Wellness initiative – Weight loss program


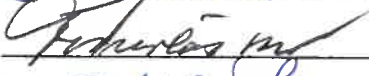
The parties agree to explore, in conjunction with the Occupational Health and Safety Service (OHSS), the feasibility of developing an employee weight loss program, which could be made available to the employee upon mutual agreement of the employee and the OHSS.

Dated at Ottawa, Ontario, this 21 day of November 2011.

**FOR THE HOSPITAL**

  
\_\_\_\_\_  
*Leina Repina*  
\_\_\_\_\_  
*Dalukh Kotes*  
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*Dyantha*  
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\_\_\_\_\_  
*Marie Francoeur*

**FOR THE ASSOCIATION**

  
\_\_\_\_\_  
*Serge Chamer BUP 84*  
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*Janet Doherty RN*  
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