

**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, 2018

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

Between:

BROCKVILLE MENTAL HEALTH CENTRE

And:

ONTARIO NURSES' ASSOCIATION

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

	<u>Effective April 1, 2016</u>	<u>Effective April 1, 2017</u>
Start	\$31.45	\$32.21
1 Year	\$31.91	\$32.36
2 Years	\$32.45	\$32.90
3 Years	\$34.04	\$34.52
4 Years	\$35.65	\$36.15
5 Years	\$37.66	\$38.19
6 Years	\$39.68	\$40.24
7 Years	\$41.72	\$42.30
8 Years	\$44.68	\$45.31
25 Years	\$45.47	\$46.11

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.

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 employer will provide the Association with sixty (60) minutes when a Corporate Orientation occurs at the Brockville Mental Health Centre and may have up to forty-

five (45) minutes in Nursing orientation. 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 one hundred (100) 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 31st 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 (3rd) 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 1st.

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 Master Rotations

- (a) The Bargaining Unit President will be provided with a copy of all current master rotations no later than January 30th in each year.
- (b) Notice to amend current master rotations will be submitted to the Bargaining Unit no less than ninety (90) days prior to the scheduled posting of any master rotation schedule. The master rotation schedule will not be implemented on any unit until such time as the parties have reviewed the changes and an agreement has been reached. Such agreement shall not be unreasonably withheld.
- (c) Where a master rotation schedule is required to change as a result of a permanent long-term layoff, or the addition of new full-time positions, the employees on the affected unit will be provided with 90 days' notice that their master rotation may be amended. Where the staffing changes do not result in a need to change the master rotation schedule, it will not be changed.

Where a master rotation schedule is changed pursuant to the above, individual schedule rotations will be awarded on the basis of seniority. Where the master rotation contains a job sharing arrangement, the seniority of the two regular part-time employees sharing the full-time position will be added together and divided by 2 to determine the seniority to be used for the awarding of the rotations.

- (d) Individual lines on a master rotation shall not be changed without prior discussion between the employee affected and her or his immediate supervisor. Where an employee has complained to her or his Manager about a schedule and the Union requests a copy of the applicable schedule, the Manager shall provide a copy to the Union.
- (e) Where a unit has a master rotation and a line becomes vacant, requests may be submitted in writing for consideration of transferring to the vacant line in the rotation. The transfer shall be granted to an employee by seniority on the affected unit prior to filling the vacancy.
- (f) If a manager requests or approved, through an expression of interest, a nurse assisting with the development of a permanent Master Rotation the employer will endeavour to provide said nurse with time during her scheduled day to work on development of the schedule.

D.7 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.

Any Nurse who accepts a shift is expected to work the scheduled shift. 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 within their own Program and then on other Programs 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. 3rd 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 31st 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 1st.
- (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.

D.8 Standby

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

D.9 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.10 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.11 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.12 Reassignment of Staff

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

- a) Volunteers
- b) Casual nurses in reverse order of seniority
- c) Non Unit Regular Part-time Nurses in reverse order of seniority
- d) Non Unit Full-time Nurse including Float Full Time Nurses in reverse order of seniority.
- e) Unit regular part-time in reverse order of seniority
- f) Full-time in reverse order of seniority

ARTICLE E – VACATIONS

- E.1 (a) The vacation year shall be from January 1st to December 31st. A Nurse shall take vacation in the vacation year in which it is earned but shall be allowed to carry over five (5) vacation days to the next vacation year in accordance with 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 1st 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 15th day of May each year.

The “summer vacation” pre-booking schedule shall be completed by June 15th 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 1st, (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, blocks of four (4) hours or multiples thereof. Additionally, vacation may be taken in single hour increments provided no replacement of staff is required.
- E.2 Vacation requests, which have been submitted by the nurse and then approved by the Hospital, may not be cancelled without 48 hours’ notice to the Employer.

ARTICLE F - PAID HOLIDAYS

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

- | | |
|---|--|
| New Year’s Day (January 1 st) | Civic Holiday |
| Family Day (3 rd Monday of February) | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day (November 11 th) |
| Victoria Day | Christmas Day (December 25 th) |
| Canada Day (July 1 st) | Boxing Day (December 26 th) |

- 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 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 31st 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 31st and July 31st of each year.
- (b) Seniority lists of Association Members shall be provided to the ONA Labour Relations Officer and the ONA Brockville Mental Health Care 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 a minimum of four (4) Bulletin Boards including a shared Bulletin Board on each unit (Secure Treatment Unit 2 East / 3 East, Forensic Treatment Unit B2, Ontario Government Building first and second floor) at each Unit

on 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;

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) Definition of Violence

Violence is any actual, attempted or threatened conduct of a person that causes or is likely to cause physical and/or psychological trauma/ harm/injury/illness. The Employer agrees that such incidents will not be condoned. Any employee who knows of violence or potential violence shall report this to a supervisor who will make every reasonable effort to rectify the situation.

- (b) Violence Policies, Measures and Procedures

The Employer agrees to develop, maintain, implement and ensure compliance with formalized policies and procedures updated and amended in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policies will address prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees and supervisors. A copy of

these policies and procedures, including updates, will be provided to the Bargaining Unit President.

- (c) The Hospital 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. For critical incidents, the Bargaining Unit President will be included on the distribution of the Extraordinary Incident Report.

- (d) Function of Joint Health and Safety Committee

The Employer will report all incidents of violence to the Joint Health and Safety Committee (JHSC) for review.

- (e) Staffing Levels to deal with Potential Violence

The Employer agrees that, where there is a risk of violence, it will endeavour to ensure that there is an adequate level of trained employees present.

- (f) Training

The Employer agrees to provide mandatory paid education, training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons; such training will be developed in consultation with the Joint Health and Safety Committee. This training will be done during a new employee's orientation and updated annually and shall be provided with practice demonstration and shall include but not be limited to:

- a) Specialized defence from sharp edged weapons; and
- b) Specialized safe holds and techniques when utilizing a forcible chemical restraint

For employees required to work in the community this training will include instruction in guidelines for community safety and will be provided during the orientation period and updated annually to the unit/service area.

- (g) The Employer and the Union recognize the Employer's obligation under Section 25 (2) (h) to take every precaution reasonable to protect employees and under Section 32.0.5 (3) of the Occupational Health and Safety Act to provide information, including personal information, to an employee related to a risk of workplace violence from a person with a history of violent behaviour if the worker can be expected to encounter that person in the course of his or her work and the risk of workplace violence is likely to expose the worker to physical injury.

The Employer, in consultation with the JHSC or health and safety representative, shall develop and implement effective flagging policies and procedures regarding persons with a history of violent behaviour. A copy of these policies and procedures, including updates, will be provided to the Bargaining Unit President.

- (h) The employer, in consultation with the JHSC or health and safety representative, shall develop and implement effective control measures and procedures for employees who witness, or become aware of assaults or are assaulted, to summon immediate assistance.

The employer in consultation with the JHSC or health and safety representative will ensure there are an adequate number of well trained personnel who will respond to all code whites and who can immobilize and detain/restrain a patient as needed.

(i) Support and Counselling

The Employer and the Union recognize that, where preventative measures have failed to prevent violent incidents, counselling and support must be available to help victims recover from such incidents.

(j) Damage to Personal Property

The Hospital will provide reimbursement for replacement of damages incurred to the employee 's personal property, such as eyeglasses, contact lenses or other prosthesis, etc ripped uniforms, personal clothing, as a result of being assaulted while performing his/her work.

ARTICLE L - CAR ALLOWANCE /BUSINESS INSURANCE

L.1 Effective March 15th, 2012 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. The rate shall be no less than forty (\$0.40) cents per kilometre.

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 Royal Ottawa Health Care Group Website and on a bulletin boards located in the following Brockville Mental Health Centre department/programs: Human Resources, Forensic Treatment Unit, and Secure Treatment Unit.

(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) Temporary Full-Time Vacancies
Full-time employees may be considered for temporary full-time vacancies on the same basis as regular part-time employees provided for at articles 10.07 (d) of the central collective agreement. Such full-time employee will continue to be classified as a full-time employees and be covered by the provisions relating to full time employees.

SIGNING PAGE

Dated at Ottawa, Ontario, this 3rd day of February, 2017.

FOR THE EMPLOYER

Emma McEachran
Corporate Manager Labour Relations

Carol Ann Cummings

Lise Belanger

Rob McDonell

Alana Bissonnette

FOR THE UNION

Heather McDonell
Labour Relations Officer

Shelby Linseman

Brian McDougall

Mark O'Connell

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 Ottawa, Ontario, this 3rd day of February, 2017.

FOR THE EMPLOYER

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Corporate Manager Labour Relations

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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 Ottawa, Ontario, this 3rd day of February, 2017.

FOR THE EMPLOYER

FOR THE UNION

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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 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 1st and September 1st 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 Ward
 - full time by Program
 - regular part-time by Ward
 - regular part-time by Program
 - Full time Hospital wide including the Float Pool
 - 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.

Ward:

- B3
- B4
- Forensic Outreach
- 2E
- 2W
- 3E
- 3W

- DDACT
- GMHCT Brockville
- GMHCT Cornwall
- GMHCT Smith Falls

Program/Unit

- FTU
 - B3, B4, Forensic Outreach
- STU
 - 2E, 2W, 3E, 3W
- DDACT
- GMHCT
 - GMHCT Brockville, GMHCT Cornwall, GMHCT Smith Falls

4. 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 Ottawa, Ontario, this 3rd day of February, 2017.

FOR THE EMPLOYER

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LETTER OF UNDERSTANDING

Between:

**BROCKVILLE MENTAL HEALTH CENTRE
A DIVISION 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 15th 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 Ottawa, Ontario, this 3rd day of February, 2017.

FOR THE EMPLOYER

FOR THE UNION

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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 15th of each year.

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

Dated at Ottawa, Ontario, this 3rd day of February, 2017.

FOR THE EMPLOYER

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LETTER OF UNDERSTANDING

Between:

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

And:

THE ONTARIO NURSES' ASSOCIATION

Re: Emergency Leave

The Hospital recognizes that on occasion an employee may unavoidably require time off during normal working hours to attend to personal affairs, e.g. child/elder care matters, personal emergencies. As such employees may utilize up to three (3) days per calendar year as discretionary days. These days will be deducted from the following banks in order of appearance.

- 1 Banked Holiday
- 2 Vacation Hours
- 3 Banked Days

Absences are for compelling reasons only. The onus is on the employee to advise his/her supervisor of the reason for the absence immediately. Such requests shall not be unreasonably denied.

Authorized leave may be requested for a minimum of four (4) hours at a time.

Dated at Ottawa, Ontario, this 3rd day of February, 2017.

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LETTER OF UNDERSTANDING

Between:

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

And:

THE ONTARIO NURSES' ASSOCIATION

Re: Electronic Grievance Forms

The parties have agreed to the following language regarding the trial of Electronic Grievance forms:

1. The parties agree to use the electronic version of the O.N.A. Grievance Form at Appendix 1 of the Hospital Central Agreement.
2. The parties agree that hard copies of the electronic form are valid for purposes of Article 7 of the Hospital Central Agreement.
3. Electronic grievances may be sent, via email, to the applicable manager and copied to Human Resources, or the identified designate.
4. The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.
5. The Union undertakes to get a copy of the electronic version signed by the Grievor.
6. The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a grievance proceed to mediation or arbitration.

The parties further agree that any implementation issue with respect to the trial of Electronic Grievance forms will be referred to the HAC committee for discussion and resolution.

Either party can discontinue this process with 90 days' notice to the other party.

Dated at Ottawa, Ontario, this 3rd day of February, 2017.

FOR THE EMPLOYER

FOR THE UNION

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LETTER OF UNDERSTANDING

Between:

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

And:

THE ONTARIO NURSES' ASSOCIATION

Re: Electronic Professional Responsibility Workload Report Forms

The parties have agreed to the following language regarding the trial of Electronic Professional Responsibility Workload Report forms:

1. The parties agree to use the electronic version of the O.N.A./OHA Professional Responsibility Workload Report Form (PRWRF) at Appendix 6 of the Hospital Central Agreement.
2. The parties agree that hard copies of the electronic PRWRF are valid for purposes of Article 8 of the Hospital Central Agreement.
3. Electronic PRWRFs may be sent, via email, to the applicable manager or designate.
4. The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.
5. The Union undertakes to get a copy of the electronic version signed by the employee(s).
6. The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a PRWRF proceed to an Independent Assessment Committee as per Article 8.01.

The parties further agree that any implementation issue with respect to the trial of Electronic Professional Responsibility Workload Report Forms will be referred to the HAC committee for discussion and resolution.

Either party can discontinue this process with 90 days' notice to the other party.

Dated at Ottawa, Ontario, this 3rd day of February, 2017.

FOR THE EMPLOYER

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LETTER OF UNDERSTANDING

Between:

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

And:

THE ONTARIO NURSES' ASSOCIATION

Re: Vacation

Notwithstanding Article E – Vacation E.1 c) the parties have expressed a desire to trial 3 vacation periods throughout the year.

The parties have agreed to the following implementation, administration and evaluation process for the trial 3 vacation period process:

For the purpose of administration, related to requests for vacation, the parties will meet at HAC to establish the following:

- A. The three (3) vacation periods for the following year
- B. The dates on which the vacation calendars will be posted
- C. The dates on which all vacation requests must be submitted
- D. The date on which vacation requests must be approved

The parties further agree that any implementation issue with respect to the trial 3 vacation period process will be referred to the HAC committee for discussion and resolution.

Either party can discontinue this process with 90 days' notice to the other party.

Dated at Ottawa, Ontario, this 3rd day of February, 2017.

FOR THE EMPLOYER

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