

COLLECTIVE AGREEMENT

Between

MONTFORT HOSPITAL
(hereinafter referred to as the "Hospital")

And

THE ONTARIO NURSES ASSOCIATION
(hereinafter called the "Association")

Expires March 31, 2023

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APPENDIX 3

REGISTERED NURSE SALARY RANGE

Increase	1%	1%
Year	01-Apr-21	01-Apr-22
Level		
Start	\$33.90	\$34.24
1	\$34.06	\$34.40
2	\$34.62	\$34.97
3	\$36.34	\$36.70
4	\$38.05	\$38.43
5	\$40.19	\$40.59
6	\$42.36	\$42.78
7	\$44.52	\$44.97
8	\$47.69	\$48.17
25 years of experience	\$48.53	\$49.02

NURSE FACILITATOR SALARY SCALE

Increase	1%	1%
Year	01-Apr-21	01-Apr-22
Level		
Start	\$35.09	\$35.44
1	\$35.29	\$35.64
2	\$35.93	\$36.29
3	\$37.77	\$38.15
4	\$39.67	\$40.07
5	\$41.97	\$42.39
6	\$44.19	\$44.63
7	\$46.45	\$46.91
8	\$49.76	\$50.26
25 years of experience	\$50.63	\$51.14

NURSE PRACTITIONER SALARY RANGE

Increase	1%	1%
Year	01-Apr-21	01-Apr-22
Level		
Start	\$55.60	\$56.16
1	\$56.58	\$57.15
2	\$57.55	\$58.13
3	\$58.52	\$59.11
4	\$59.51	\$60.11
5	\$60.48	\$61.08
6	\$61.44	\$62.05
7	\$62.42	\$63.04
8	\$63.40	\$64.03
25 years of experience	\$64.65	\$65.30

SALARY RANGE COORDINATOR, EDUCATOR AND MATERIAL MANAGEMENT

Increase	1%	1%
Year	01-Apr-21	01-Apr-22
Level		
Start	\$35.28	\$35.63
1	\$35.42	\$35.77
2	\$35.99	\$36.35
3	\$37.73	\$38.11
4	\$39.53	\$39.93
5	\$41.62	\$42.04
6	\$43.80	\$44.24
7	\$46.07	\$46.53
8	\$49.36	\$49.85
25 years of experience	\$50.21	\$50.71

CLINICAL EDUCATOR (CLINICIAN) SALARY RANGE

Increase	1%	1%
Year	01-Apr-21	01-Apr-22
Level		
Start	\$37.37	\$37.74
1	\$37.67	\$38.05
2	\$38.09	\$38.47
3	\$39.82	\$40.22
4	\$41.74	\$42.16
5	\$43.99	\$44.43
6	\$46.21	\$46.67
7	\$48.47	\$48.95
8	\$51.61	\$52.13
25 years of experience	\$52.54	\$53.07

NURSE SCALE SPEC. WOUND CARE & OSTOMY THERAPY

Increase	1%	1%
Year	01-Apr-21	01-Apr-22
Level		
Start	\$36.15	\$36.51
1	\$36.37	\$36.73
2	\$37.07	\$37.44
3	\$38.00	\$38.38
4	\$39.80	\$40.20
5	\$42.06	\$42.48
6	\$44.32	\$44.76
7	\$46.56	\$47.03
8	\$49.90	\$50.40
25 years of experience	\$50.79	\$51.30

PAC REGISTERED NURSE SCALE

Increase	1%	1%
Year	01-Apr-21	01-Apr-22
Level		
Start	\$36.74	\$37.11
1	\$36.96	\$37.33
2	\$37.49	\$37.86
3	\$39.49	\$39.88
4	\$41.36	\$41.77
5	\$43.69	\$44.13
6	\$46.07	\$46.53
7	\$48.48	\$48.96
8	\$51.79	\$52.31
25 years of experience	\$52.80	\$53.33

UNREGULATED CARE PROVIDER SCALE

Increase	1%	1%
Year	01-Apr-21	01-Apr-22
Level		
Start	\$32.61	\$32.94
1	\$32.75	\$33.08
2	\$33.26	\$33.59
3	\$35.15	\$35.50
4	\$36.54	\$36.91
5	\$38.02	\$38.40
6	\$39.52	\$39.92
7	\$41.00	\$41.41
8	\$43.42	\$43.85
25 years of experience	N/A	N/A



PROVISIONS RELATING TO THE ARBITRATION DECISION OF OCTOBER 23, 1981

THIS APPENDIX APPLIES ONLY TO THOSE NURSES WHO WERE EMPLOYED BY THE MONTFORT HOSPITAL ON OCTOBER 23, 1981, AND WHO, ON THAT DATE, ENJOYED THE FOLLOWING BENEFITS, AND WHO, TO THIS DAY, CONTINUE TO ENJOY THEM.

FOR GREATER CLARITY, NURSES WHO WOULD BE COVERED BY EITHER SECTION AFTER OCTOBER 23, 1981 ARE NOT ELIGIBLE.

APPENDIX 4

AMENDMENT OF BENEFITS UNDER THE ARBITRATION DECISION DATED OCTOBER 23, 1981(Full-Time)

Clause: Clause referred to in the collective
agreement Arbitration decision
(Full time)

- 10.04 Note: 13.05
- (a) The nurse shall retain her seniority credits earned during active service with the Hospital or during her absence under the following circumstances:
- (i) Leave of absence with or without pay for up to three (3) months in a calendar year;
 - (ii) When receiving sick leave pay up to the number of credits earned;
 - (iii) While receiving workers' compensation benefits from the Workers' Compensation Commission (hereinafter referred to as "the Commission") up to one year.
- 12.02. 17.08 A nurse who leaves the service of the Hospital after one year or more of service shall be entitled to an allowance equal to 50% of his/her credits up to a maximum of seventy-five (75) days.
- 18.05 20.03 The Hospital shall pay the costs of any tests it requires.
- 20.04 Upon request, the nurse may be immunized at the Hospital's expense.
- 20.05 A nurse who contracts an infection or infectious disease in the course of his/her work may receive the necessary treatment on the authorization of the Health Department including medication, at the expense of the Hospital if the Commission does not provide for it.
- 20.06 The Hospital shall perform all necessary laboratory work, x-rays, isotopes and Pap tests without charge upon authorization of the Health Department.
- 19.09 Appendix "A"
3. (b) Training bonuses
The following training premiums are applicable with respect to an incumbent in a position requiring certification:

Special courses or administration \$15/m of a nursing unit;
One year university degree \$40/m;
Bachelor's degree \$80/m;
Master's degree \$120/m.

APPENDIX 4

AMENDMENT OF BENEFITS UNDER THE ARBITRATION DECISION DATED OCTOBER 23, 1981(Part-Time)

Clause: Clause referred to in the collective
agreement Arbitration decision
(Part-time)

- 10.00 Note 2: 13.01
(b) The seniority credit list shall indicate the number of shifts worked at the Hospital.
- 12.02. 17.08 A nurse who leaves the service of the Hospital after one year or more of service shall be entitled to an allowance equal to 50% of his/her credits up to a maximum of seventy-five (75) days.
- 15.01 Note: 15.07
The provisions of clause 15.01 may apply to part-time nurses who have been employed by the Hospital for 90 days and who have worked 12 days in the four (4) weeks preceding the holiday. However, a part-time nurse who is required to work on a paid holiday shall receive her regular salary plus one-half for all hours worked on the holiday specified in clause 15.01.
- 17.05 20.03 The Hospital shall pay the costs of examinations it requires.
- 20.04 Upon request, the nurse may be immunized at the Hospital's expense.
- 20.05 A nurse who contracts an infection or infectious disease in the course of his/her work may receive the necessary treatment on the authorization of the Health Department including medication, at the expense of the Hospital if the Commission does not provide for it.
- 20.06 The Hospital shall perform all necessary laboratory work, x-rays, isotopes and Pap tests without charge upon authorization of the Health Department.
- 19.09 Appendix "A
3. (b) Training bonuses
The following training premiums are applicable with respect to an incumbent in a position requiring certification:
Special courses or administration \$15/m of a nursing unit;
One year university degree \$40/m;
Bachelor's degree \$80/m;
Master's degree \$120/m.

APPENDIX 5

APPENDIX OF LOCAL PROVISIONS

between

MONTFORT HOSPITAL
(hereinafter referred to as the "Hospital")

and

THE ONTARIO NURSES ASSOCIATION
(hereinafter called the "Association")

ARTICLE A - RECOGNITION

A-1 The Hospital recognizes the Association as being certified by the Ontario Labour Relations Board by virtue of the certificate of October 20, 1970 as the bargaining agent for all registered and graduate nurses employed by the Montfort Hospital, Ottawa, engaged in nursing and teaching, except supervisors and managers

ARTICLE B - MANAGEMENT RIGHTS

B-1 The Association recognizes that the administration of the Hospital and the management of employees is the sole responsibility of the Employer and shall remain the sole responsibility of the Employer, subject to specific restrictions expressly provided for in the Agreement or by law.

Without limiting the foregoing, the Association recognizes that it is the sole responsibility of the Employer:

- a) To maintain order, discipline and efficiency;
- b) To hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay off, recall, and suspend or impose any other penalty on nurses, provided that a claim for discharge or penalty without just cause may be grieved and processed as hereinafter provided;
- c) To determine, in order to ensure efficient operation and the highest quality of service, the evaluation and classification of duties, hours of work, work assignments, methods of work, and work force of any department;
- d) To determine the number of nurses required, the services to be provided and the methods, procedures and equipment to be used in connection with such services;

- (b) To establish, enforce and amend from time to time policies and procedures to be followed by nurses, provided that such policies and procedures shall be consistent with the provisions of the Agreement.

The employer shall notify the Association in writing of any changes to policies and procedures prior to the implementation of the changes.

ARTICLE C - REPRESENTATION OF THE ASSOCIATION

C-1 Local Union Representatives

Each care service should be represented as follows: Representatives Services (as an indication)

1	Mental Health Program
1	Family Birth Center
1	Operating room/Recovery room
1	Surgery 5C
1	Medicine-Surgery 3C
1	4CR, 4C medicine
1	4A Telemetry
1	6C medicine
1	Emergency service/ Resource team
1	Intensive care/ Intermediate care UIA pre-admission CDJ
1	Professional practice Departure management
1	Satellite clinics (ACT, Carrefour Santé Orléans) - Nurse practitioner

It is understood that in the event of any reorganization of services, the total number of representatives shall be maintained at eleven (11). In this case, the distribution of representatives shall be determined by the Association.

C-2 Negotiating Committee

There shall be a Negotiating Committee of not more than four (4) representatives of the Association plus a fifth representative who shall act as an observer. The Association shall pay the expenses of the fifth representative on the Committee. The absence of the fifth representative shall not interfere with the negotiations.

C-3 Grievance Committee

There shall be a Grievance Committee with a maximum of three (3) representatives.

C-4 Hospital Association Committee

There shall be an Association-Hospital Relations Committee composed of no more than **five (5)** representatives from the Association and no more than **five (5)** from the Hospital.

C-5 Transfer of a union representative

If a Union representative is transferred from one area to another within the bargaining unit, the Hospital shall continue to recognize her as a representative of the area from which she was transferred for another month in order to allow her to complete the grievance procedures with respect to a grievance that would be before her at the time of her transfer.

C-6 General orientation

The Hospital shall schedule a sixty (60) minute period with the President of the Local Union of the Association or his/her delegate as part of the orientation of nurses to nursing to allow for an interview with newly hired nurses as specified in Article 5.06. It is understood that this interview shall take place prior to the assignment of nurses to their positions.

The Hospital shall give fifteen (15) days notice of the date of referral. The release time shall be at a mutually agreed upon time, but shall not be during the rest or meal period. The Hospital will notify the Local President or his/her designee as soon as possible and no later than Friday afternoon prior to the scheduled orientation date. In addition, the Hospital will provide in advance a list of new members to be initiated indicating their full name and employee number.

If the President was unable to attend the orientation session, he/she may meet with the new employee(s) at a later date on Union and employee time.

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

D-1 Union Release

Upon written request, leaves of absence for Association business may be authorized subject to the following provisions:

- a) Give at least two (2) weeks notice. The Hospital shall not unreasonably withhold notice. Less notice may be given if the parties agree or in the event of exceptional circumstances that cannot be

avoided.

- b) Such leave shall be for any union activities necessary for the proper functioning of the union unit.
- (c) The total number of days in a calendar year for such leaves shall not exceed 150 days for all nurses.
- (d) A nurse elected to the office of president shall be entitled to such union releases as are necessary to assume such duties so long as she provides a reasonable amount of time and the operational needs of her department are not affected by such release.

D-2 Union release of the President

The Local President shall be granted release, without loss of pay, for up to sixty (60) days of 7.5 hours per fiscal year. Such release shall be for the purpose of conducting business of mutual interest to the Union and the Employer, including disciplinary and accommodation matters. It is understood that such release shall be subject to reasonable notice and joint agreement as to the date.

Regular union business is excluded from this type of release such as arbitration, union conventions and labor court hearings.

ARTICLE E - HOURS OF WORK AND SCHEDULES

E-1 The Hospital agrees:

a) Regular hours

The work schedule for the full-time nurse shall be seventy-five (75) hours per pay period and in accordance with Article 13.01 c) of the Central Collective Agreement.

b) Weekend

On a regular basis, to grant one (1) weekend off out of two (2). However, the nurse will not have more than two (2) consecutive weekends of work in his/her regular work schedule during the holiday period (December 15 to January 5) and the summer period (June 1 to the Tuesday following Labour Day).

Unless specifically requested by the nurse, she may work two (2) consecutive weekends per month. It is understood that the Employer may authorize such a request if operational requirements permit and, if so, the Union shall receive a copy of the nurse's written request.

Unless specifically requested by the nurse, she may work four (4) Saturdays or four (4) Sundays per month. It is understood that the Employer may authorize such a request if operational requirements permit and, if so, the Union shall receive a copy of the nurse's written request.

c) Weekly leave

To grant four (4) days off in a two (2) week period and will endeavour to grant, at the request of the nurse, two (2) consecutive days other than weekends. The Hospital will endeavour to provide the same days off to the nurse subject to service requirements.

d) Seven consecutive work shifts

To grant a leave of absence of two (2) consecutive days after a service of up to seven (7) consecutive shifts, upon request of the nurse.

e) Schedule posting and day off exchange

The Employer shall endeavour to post shift schedules four (4) weeks in advance of the scheduled period. Requests for exchanges of specific days off must be submitted in writing to the immediate supervisor or designate one week prior to the change.

The parties agree that for the purpose of implementing the provisions of Article E1, work schedules will be in periods of six (6), eight (8) or twelve (12) consecutive weeks depending on operational requirements.

f) Rest period

That there shall be a rest period of at least sixteen (16) hours between shifts when a nurse moves from one day, evening or night shift to another. When this minimum of sixteen (16) hours is not respected, the nurse shall receive a premium under clause 14.03 for the number of hours by which the sixteen (16) hour interval is shortened unless this occurs as a result of a change in schedule between the nurses concerned.

It is understood that if there are no sixteen (16) hours between shifts (day to day, evening to evening, night to night) more than two (2) times within the same calendar week (Sunday to Saturday), the nurse shall be paid a premium under clause 14.03 for the number of hours by which the sixteen (16) hour interval is shortened unless this occurs as a result of a change in schedule between the nurses concerned.

g) Weekend and statutory vacations

That when a nurse is required to work on a weekend that follows or precedes a holiday, the Hospital shall modify its schedule so that the nurse also works on the holiday that precedes and/or follows the weekend in question.

h) Compensatory time – overtime

That compensatory time in lieu of overtime pay shall be taken prior to March 31 at a time mutually agreed upon by the immediate supervisor or his/her replacement and the nurse. After this period, any unused compensatory time off will be paid to the nurse **following the end of the pay period that includes** March 31 of each year.

i) Premiums

For the purpose of implementing Section 14.10, the local parties agree that the premium of:

evening applies to hours worked between 3:30 and 11:30 p.m.; night applies to hours worked between 11:30 pm and 7:30 am.

j) Exchange of days off

All requests for schedule changes or leave must be submitted in writing and authorized according to the operational needs of the department by the immediate supervisor or his/her delegate at least one (1) week prior to said leave, unless there are exceptional circumstances.

E-2 Holiday Season Schedule

- a) The schedule regulations may be changed between December 15 and January 5.
- b) The Hospital shall schedule a minimum of six (6) consecutive days off at Christmas or New Year's Day. It is understood that nurses may individually waive this provision in writing.
- c) Christmas Day off includes Christmas Eve, Christmas and Boxing Day. New Year's Day days off include New Year's Eve, New Year's Day and January 2.
- d) The Hospital agrees to post the shift schedule and days off for the holiday season by November 13 of each year.

- e) The nurse shall not be required to work more than six (6) consecutive days.
- f) Considering that during this period nurses may benefit from statutory vacations, the employer may consider a request for annual leave.

E-3 Scheduling of part-time nurses

Each department has a work schedule for all its nurses. However, the nurses of the replacement team are on a single schedule posted in the staffing area.

a) Regular part-time nurses

A regular part-time nurse is a nurse who is available under the following conditions:

- i) She agrees to work a specified number of shifts depending on the requirements of the posted position, ranging from a minimum of one (1) shift to a maximum of nine (9) shifts per pay period.
- ii) Part-time nurses shall submit their availability no later than six (6) weeks prior to the next schedule and agree to work a certain number of days during the period of June ¹ to September 15 as follows:

Between June 1 and September 15:

TP (.2) =2 additional days per pay period
 TP (.3) =2 additional days per pay period
 TP (.4) =2 additional days per pay period
 TP (.5) =2 additional days per pay period
 TP (.6) =2 additional days per pay period
 TP (.7) =1 additional day per payperiod

This provision does not apply to nurses covered by Letter of Understanding #1 and #6.

- iii) Between January 6 and March 31, part-time nurses must agree to make themselves available a minimum of four (4) additional days.
- iv) She agrees to work weekends under the terms of clause E-1 b).
- v) She agrees to work six (6) consecutive days followed by six (6) consecutive days off during the holiday season between

December 15 and January 5, and two of those days are Christmas and Boxing Day or New Year's Day and January 2.

- (vi) A regular part-time nurse shall be changed to casual if she fails to meet these requirements without good cause.

b) Casual Nurses

- ii) The casual nurse shall inform the Hospital, in writing, every six (6) weeks of his/her availability.
- (ii) If circumstances arise that require a change in the above availability, the Casual Nurse will notify the Hospital as soon as possible.

c) Temporary vacations

- (i) Upon scheduling, unfilled temporary vacancies of less than sixty (60) days shall be divided into additional shifts as required by the department and distributed as follows:

First:

The Hospital shall distribute additional shifts equitably among the regular part-time nurses, PT1s and PT2s in the department in accordance with their written availability.

Second:

Once the work schedule is posted, the Hospital will assign, in order of seniority, additional shifts respecting the written availability of qualified nurses not assigned to the work schedule, first among regular part-time nurses, TP1s, TP2s and casual nurses before being offered to job-sharing nurses (letter of agreement #1).

E-4 Granting of overtime

Overtime must be authorized in advance by the immediate supervisor or his/her designate. No nurse shall be released from duty for the sole purpose of avoiding overtime pay. Overtime will be offered, on a voluntary basis, in the following order:

At 4 hours or less before the start of the shift:

- (i) by seniority, among the nurses in the department and present at work;

- ii) by seniority, from among other nurses who have indicated their availability in writing to work overtime and who possess the required qualifications.

More than 4 hours before the start of the shift:

- i) by seniority, among nurses who have indicated their availability in writing to work overtime and who possess the required qualifications.

Procedure for assigning overtime shifts to allow for efficiency and quality of life. Nurses will be called by seniority. At the time a nurse declines the shift, she will be identified. Calls for the next assignment for the same shift will be made without calling back the nurses who refused the shift.

E-5 Additional weekend

Notwithstanding the provisions of clause E1 b), a nurse who works an extra weekend is entitled to the premium provided for in clause 14.03 except in the following cases:

- (a) when the nurse makes a request to work only on weekends;
- (b) when the weekend work occurs as a result of an exchange of shifts with another nurse or if it occurs as a result of a request by the nurse for a change in schedule accepted by the immediate supervisor.

It is understood that the addition of a work weekend in accordance with this Article shall not result in a change in the alternating weekends off.

E-6 Definition - Weekend

A weekend off, for nurses, shall consist of a minimum period of fifty-six (56) consecutive hours from the end of the Friday shift to the beginning of the Monday shift.

E-7 Shift less than 7.5 hours

When a nurse is scheduled to work shifts of less than 7.5 hours, Article E shall apply in full except as modified by the following:

- (a) the Hospital shall endeavor to keep shifts of less than 7.5 hours to a minimum;
- (b) nurses working shifts of less than 7.5 hours shall have a paid rest period;

- (c) the employer agrees that there shall be no split shifts for the same nurse within her regular shift;

When posting for a position of less than 7.5 hours, the number of hours per day to be worked will be specified.

E-8 Shift rotation

In the event that a nurse holds a day shift with an evening rotation or a day shift with a night rotation, she will work a minimum of 50% of her shifts during the day.

E-9 Definition - work week

The week begins on Friday and ends on Thursday.

E-10 Reallocation

- a) Pursuant to Section, 10.08 a) when reassigning a nurse from one department to another, reassignment shall be in reverse order of seniority, among nurses with the required qualifications, in the following order:
 - i. agency personnel;
 - ii. nurses with a position on the replacement/resource team;
 - iii. among full-time and part-time regular and casual nurses;

In all cases of reassignment, the Hospital will take into account the qualifications of the nurses in designating the nurse(s) to be reassigned. It is understood that the nurse(s) will be provided with adequate training and orientation to the emergency site and equipment (emergency cart location, fire alarms, fire extinguisher, department procedures, etc.). Tasks will be assigned based on professional expertise and familiarity with the department.

In the event of a situation beyond the control of the employer (e.g. pandemic), reassignment will be based on operational requirements.

Training and orientation for reassignment will be provided by the Employer to nurses in reverse order of seniority.

- b) Nurses who are on probation or in their first twenty (20) familiarization shifts will not be reassigned.
- c) The decision to reassign a nurse shall remain the responsibility of the employer or designee.

E-11 Cancellation of a work shift

In the event of the cancellation of a work shift, the cancellation will be done in the following order in the department:

- a) Agency personnel;**
- b) Regular full-time or part-time nurses in overtime, in reverse order of seniority;**
- c) Casual nurses, in reverse order of seniority;**
- d) Part-time nurses, in reverse order of seniority.**

ARTICLE F - PAID HOLIDAYS

F-1 List of holidays

For the purposes of the Agreement, the following days are recognized as paid holidays:

New Year's Day
January 2nd
Third Monday in February (Family Day)
Good Friday
Easter Monday
Victoria Day
Canada Day Municipal leave (civic)
Labour Day
Thanksgiving Day
The day after Christmas
Christmas

F-2 Compensatory leave

The nurse shall be granted compensatory leave if:

- she works on a paid holiday; or
- a paid holiday occurs during his annual leave period ; or
- a paid holiday occurs on his or her regular day of rest.

After approval by the immediate supervisor, compensatory leave days shall be taken at a mutually agreed upon time between the nurse and the Hospital within a period of July 1 to June 30, provided that the Hospital may recover prepaid days in the event of termination of employment. After this period, any unused compensatory leave will be paid to the nurse **following the end of the pay period that includes July 1** of each year. The parties recognize

that the intent is to grant leave while maintaining good leave management.

ARTICLE G - ANNUAL LEAVE

G-1 Reference period

- a) For the purpose of calculating the allowance of vacation leave credits, the year shall be deemed to begin on July 1 and end on June 30 of each successive year.

Carry-over – next fiscal year

- b) The nurse, with the consent of the Hospital, may elect to carry over a portion of his/her annual leave into the next annual leave year. A limit of five (5) days may be carried over and the days must be taken in the first quarter of the fiscal year, i.e. during the months of April, May, June.
- c) The parties recognize that it is the intention of the parties to grant annual leave while ensuring its sound management. To this end, any unused vacation leave will be paid to the nurse **following the end of the pay period that includes** July 1 each year provided the employee has taken a minimum of two (2) weeks of vacation during the reporting period.

Notwithstanding the above, a nurse returning from maternity or parental leave shall take the previous year's vacation upon return to work. If the nurse fails to take her vacation entitlement, she may request to be paid for her previous vacation bank.

An employee who is on long-term disability or on absence due to a work-related injury for which WSIB benefits are being paid must take his/her vacation when he/she returns to his/her regular work schedule and full duties. If the employee fails to exercise his or her vacation entitlement, he or she may apply to be paid for his or her previous vacation bank.

G-2 Taking of annual leave

- a) A nurse who has accumulated a minimum of 2000 hours of seniority may take a minimum of one (1) week and a maximum of three (3) weeks as a combined total of vacation weeks from June 1 to September 15. In the event a nurse wishes to take an individual day(s) off, it shall be considered as having used one of her vacation choice weeks. The remaining individual days off may be offered to nurses by seniority during the vacation year. Requests for individual vacation days shall be considered after the vacation weeks have been granted.

- b) For the purposes of time off for regular shifts (7.5 hours), vacation weeks are deemed to begin on Sunday evenings after 11:30 p.m. and end the following Sunday at 11:29 p.m.
- a) The Hospital will not require nurses to work an additional weekend(s) to compensate for the weekend(s) affected by the taking of annual leave.
- b) For the purpose of approving vacation leave requests, the employer shall use the latest departmental seniority list (combining full-time and part-time nurses) up to date as provided for in Section H1.

G-3 Annual leave and weekend off

- a) Scheduling may be done in anticipation of providing the nurse with a weekend off before or after her annual leave.

However, every effort will be made to accommodate both weekends, subject to staff availability and that this does not result in the payment of overtime.

- b) The Hospital shall make every effort to avoid scheduling a nurse for two (2) consecutive weekends of work before or after a minimum of one (1) week of vacation leave.

G-4 Choice of annual leave

Requests for annual leave for the period of June 1 through November 30 shall be made as follows:

No later than February 15 of each year, the dates for vacation choices and reductions, if applicable, shall be posted by department, along with the updated seniority list, for a period of fourteen (14) days. Thus, on the pre-determined dates, an Employer representative and a Union representative will contact each nurse, in order of seniority, to exercise their choice of vacation, in accordance with the provisions of Article G-2.

If the nurse cannot be reached on that date, she may submit her vacation choices in writing, in advance. A nurse who does not exercise her choice at her rank, loses her privilege until she joins those responsible for choices. She must then indicate at which rank she wishes to exercise her choice or she will exercise it last. Under no circumstances may she move a nurse who has already exercised her choice.

On May 1, the employer posts the vacation schedule.

Requests for annual leave for the period of December 1 through May 31 shall be made as follows:

By September 15 of each year, the dates for vacation selection will be posted by department, along with the updated seniority list. Thus, on the pre-determined dates, an Employer representative and a Union representative will contact each nurse, in order of seniority, to exercise their choice of vacation, in accordance with the provisions of Article G-2.

If the nurse cannot be reached on that date, she may submit her vacation choices in writing, in advance. A nurse who does not exercise her choice at her rank, loses her privilege until she joins those responsible for choices. She must then indicate at which rank she wishes to exercise her choice or she will exercise it last. Under no circumstances may she move a nurse who has already exercised her choice.

On December 1, the employer posts the vacation schedule.

G-5 One-time annual leave

Other than the steps set forth in G-4, requests for one-time vacation leave must be submitted in writing to the immediate supervisor at least seven (7) days prior to the start of the scheduled date of said request. The supervisor shall have seventy-two (72) working hours to respond to such a request. Such request will not be unreasonably denied.

Such leave will be granted on a first come, first served basis first to nurses with banked vacation time and second to nurses with banked rescheduled time or unpaid time, seniority will only be invoked if two (2) nurses simultaneously request leave for the same period of time and it is impossible to accommodate all requests.

Late applications will be considered.

G-6 Payment of annual leave

The regular part-time nurse will receive vacation pay on a separate check in the period following the vacation reconciliation that corresponds with the end of the reference year as provided in Article G- 1 a).

ARTICLE H - GENERAL

H-1 Seniority list - update

Seniority lists shall be sent to the President of the Association and posted twice a year on February 15 and September 15. Following these updates, the employer shall post a copy on each department.

H-2 Reporting an absence

Absence due to illness or other unavoidable one-time absence must be reported by the nurse to his/her immediate supervisor or designated alternate within a reasonable time frame for the Hospital prior to the start of the shift in question. The approximate duration of the absence must be specified. Unless there are exceptional circumstances, it is understood that the prescribed notification period for a nurse working on the day shift shall be at least one hour prior to the commencement of his/her shift, while the notification period for a nurse working on the evening and night shifts shall be at least two (2) hours. The Hospital may, at its discretion, require the nurse to justify his/her absence due to illness by presenting a medical certificate.

H-3 Checkroom

The Hospital shall endeavour to provide locker rooms that include:

- individual lockers;
- washrooms;
- places of relaxation;
- showers.

H-4 Scoreboard

The Hospital shall provide a bulletin board for the use of the Association. This bulletin board shall be located at the employee entrance. The Union shall have the option of posting on the Hospital's intranet but shall comply with the various policies and procedures of the Hospital.

H-5 Authorization for posting

The Hospital also allows the use, with the express approval of the Director of Human Resources, of a portion of the bulletin boards on each floor.

H-6 Local Collective Agreement - Publication and French Language

The cost of publishing this Collective Agreement shall be shared equally by the Hospital and the Association. A copy in English and/or French shall be distributed to all nurses currently employed in the Hospital.

The French version of the local clauses is recognized as official.

Where a dispute is referred to arbitration under the collective agreement, it shall be heard in French, the party making the referral may request that it be heard by a bilingual tribunal at the time of referral.

Upon renewal of the collective agreements (local and central), the employer shall notify, in writing, the nurses concerned of the terms and conditions

applicable to obtaining their booklet.

H-7 The nurse on duty

When a nurse is required to be on call, the Hospital provides an appropriate means of communication.

H-8 List for the Association

The Hospital shall provide the Association with the names, complete addresses, telephone numbers and license numbers of nurses in the bargaining unit twice a year, on February 1 and September 1.

The employer shall endeavor to provide said information on a single report, failing which, it may do so on up to two (2) reports.

H-9 Nurse's record - update

The nurse must ensure that the information in the record is complete and kept up to date.

The Hospital cannot be held responsible for decisions based on an incomplete file that would result in the nurse being penalized.

The Hospital provides nurses with a form on which they can write the title and details of the documents they are filing and have the document signed by a Hospital representative.

ARTICLE I - PAYROLL POLICIES

I-1 Payroll period

The Hospital shall pay nurses by direct deposit to a banking institution designated by the nurses every two (2) weeks from Friday to Thursday and the work schedule shall reflect the pay period.

I-2 Payroll statement

The employer must provide nurses with a slip containing the following information: name, date of pay period, deductions made, number of regular and overtime hours worked.

I-3 Payroll error

Any error of \$5.00 or more to a nurse's pay, in favor of the employer, shall be paid on demand within three (3) days of the regular payroll.

I-4 Change of coordinates

The Hospital is not responsible for any error made by the nurse with respect to the name, address and account number of the bank or credit union or any change in such information not communicated to the Hospital on the date of deposit.

ARTICLE J - DEFERRED LEAVE

J-1 Quota

Annually, one nurse per department will be allowed to leave on deferred salary leave. The process will be done in accordance with article 11.11 of the central collective agreement.

ARTICLE K - PROPER WORK

K-1 List of nurses who have suffered an accident at work

The Hospital shall provide the Local President, on the 15th of each month, with the names of all nurses who are absent from work due to a work-related injury (regardless of whether or not the nurses are receiving la CSPAAT benefits). The report shall include the names of nurses absent from work during the previous month and a list of nurses on long-term sick leave.

K-2 Back to work

Both the Hospital and the Union recognize their obligations to facilitate the safe and timely return to work of employees with disabilities. The Hospital and the Union agree that constant and timely communication between all participants in the process is essential to its success.

When it is medically determined that a nurse is unable to return to full duty due to disability, the Hospital will inform and meet with a representative of the Union and a member of the local Union Executive to discuss the circumstances surrounding the return to appropriate work for the nurse. The parties agree that the time frame for the meeting should not result in an extension of the period of absence.

- (a) The Hospital shall provide a monthly updated list of information, which shall include the following information:
 - i) employees on modified work assignments who require temporary or permanent accommodation;
- (b) It is understood that it is the responsibility of the disabled employee receiving short or long term disability benefits to ensure that the

Hospital is notified as soon as possible of any change in the employee's medical restrictions that may affect the employee's ability to return to usual or modified activities.

- (c) The Hospital will notify the Union of offers of permanent arrangements within or outside the bargaining unit.
- (d) The parties recognize that it is possible that more than one employee requiring accommodation may be suitable for a particular position or arrangement. In such cases, the Hospital will take into account the skills, abilities, experience and seniority of the employees.
- (e) Where such a vacancy exists in the bargaining unit, the Hospital will consult with the Union on the feasibility of an arrangement taking into account all factors such as the number of employees under arrangement in the unit, the operational needs of the unit, and the safety of patients and employees in the unit.
- (f) Whether or not the parties agree to suspend job posting procedures to facilitate an arrangement and whether or not the position is in the bargaining unit, the parties will sign an agreement containing the details of the arrangement. The parties may also agree, in a written agreement, to a temporary arrangement for an extended period of time.

K-3 Form 7

The Hospital agrees to provide the nurse and the Union with a copy of CSPAAT Form 7 at the same time it is forwarded to the Board.

K-4 Personal effects - damage

The Hospital shall consider claims for damage to the nurse's personal effects, such as eyeglasses, torn uniforms, personal clothing as a result of an incident and reimburse the nurse accordingly.

K-5 Modified work program

The parties recognize that a modified work and return to work program is intended to establish fair and consistent practices to assist nurses in returning to work quickly and safely following a disability.

It was agreed that joint efforts will be made to improve the current communication process including updating the modified work policy(ies).

ARTICLE L - WORKPLACE VIOLENCE

L-1 Responsibilities and obligations

The Hospital and the Association agree to make every effort to ensure that there is no harassment and/or verbal, physical, psychological or sexual abuse and violence against its nurses in the performance of their duties. A nurse who believes she is a victim of any form of abuse should notify the Hospital and/or her Union representative. The Union representative(s) will make every effort to remedy the situation as soon as possible. It is understood that the nurse will be informed in writing of her right to union representation.

It is understood that, with respect to workplace violence, the Hospital and the Association are committed to a violence-free environment. To this end, the employer undertakes, among other things, to publicly prohibit all types of violence and to inform and train staff.

The employer will inform the union and the workplace health and safety committee on a monthly basis of the number of documented incidents of workplace violence.

L-2 Joint Occupational Health and Safety Committee

The parties agree that any act of aggression by a client and/or visitor against a nurse will be referred to the Joint Health and Safety Committee for review. The employer will follow up on the concerns of the Joint Health and Safety Committee after examining the cases submitted to its attention.

The parties agree that the presence of violent beneficiaries is in itself an appropriate subject for discussion at the Hospital-Association Committee.

L-3 Notice to the union

The employer agrees to notify the Association within three (3) days of the incident or knowledge of the incident, that a nurse has been assaulted while at work. The nurse may choose to keep his/her name confidential. The nurse, if she so desires, may request the employer to formally notify the Association, in which case notification to the Association shall be made as soon as possible. Statistics relating to assaults on nurses in the course of their work shall be submitted to the Occupational Health and Safety Committee.

L-4 Personal injury - costs

A nurse who, in the course of her duties, suffers personal damage such as broken glasses, damaged clothing, broken watch, loss of contact lenses or other prostheses, the Hospital will assume the cost of replacing or repairing, as the case may be, these items.

In such cases, the nurse must submit the claim to the Hospital within

fourteen (14) days of the incident. The Hospital will reimburse the costs within fourteen (14) days of the claim.

ARTICLE M - STANDBY SERVICE - TELEPHONE CALLS

M-1 Telephone calls

When the nurse is required to be on standby outside of her regular working hours, she shall be paid standby pay in accordance with Article 14.07. When the nurse responds to telephone calls from patients or the Hospital without requiring travel, the nurse shall be paid, **subject to Article 14.06**, for a minimum of thirty (30) minutes or the duration of the call (whichever is more beneficial). The nurse shall keep a record of all calls and submit it to his/her immediate supervisor. The nurse shall not be paid for additional calls received during the same thirty (30) minute interval. However, if the nurse is required to travel, she will be paid according to the call-back clause. The nurse shall not be paid for calls received while on travel status.

M-2 Standby service

The employer shall distribute standby assignments equitably among the regular full-time and part-time qualified nurses in the department. Standby assignments shall be placed on the work schedule.

ARTICLE N - ELECTRONIC FORMS

N-1 Electronic grievance form

- a) The parties agree to use the electronic version of the ONA Grievance Form in Appendix 1 of the Central Agreement with the Hospitals.
- b) The parties agree that paper copies of the electronic form are valid for the purposes of Article 7 of the Central Agreement with the Hospitals.
- c) The Union agrees to email the grievance form to the appropriate manager, the manager's Director and to include Human Resources in the email. It is also agreed that the Union will include the word "Grievance" in the subject line of the email to avoid any delay in processing.
- d) The Union agrees to have a copy of the electronic version signed by the grieving party if the grievance is processed after Step 2 of the grievance procedure.
- e) The parties agree not to use or rely on any preliminary arguments related to the use of electronic versions in the event a grievance is submitted to mediation or arbitration.

N-2 Forms - Professional Liability - Workload Report

- a) The parties agree to use the electronic version of the ONA/OHA - Professional Liability - Overload Reporting Form in Appendix 6 of the Central Agreement with Hospitals.
- b) The parties agree that hard copies of the electronic Professional Liability - Overwork Report Form are valid for the purposes of Article 8 of the Central Agreement with the Hospitals.
- c) The Union agrees to email the Professional Liability - Overload Report Form to the appropriate manager, the manager's Director and to include Human Resources in the email. It is also agreed that the Union will include in the subject line of the email the words "Liability Complaint" to avoid any delay in processing.
- d) The electronic signature of the person representing a union officer will be accepted as the original signature.
- e) The Union agrees to have the employee(s) sign a copy of the electronic version.
- f) The parties agree that they will not use or rely on any preliminary arguments related to the use of the electronic version in the event of the submission of a Professional Liability - Overload Report Form to an Independent Assessment Committee pursuant to Article 8.01.

MEMORANDUM OF UNDERSTANDING ON LOCAL ARRANGEMENTS

between
Montfort
Hospital and
Ontario Nurses' Association

Subject to ratification by the authorized persons, the parties have agreed to the following changes to the Local Appendix of the Collective Agreement expiring **March 31, 2023**. All provisions shall remain in effect along with the Collective Agreement as amended until **March 31, 2023**.

Signed this 16th day of June 2022 at Ottawa, Ontario.

FOR THE HOSPITAL

France Sansregret
Sophie Parisien
Carolyn Crowley
Katia Morinville

FOR THE ASSOCIATION

Marco Dufour
Luc Lauzon
Ashley Diotte
Sherry Veilleux
Karina Saavedra



LETTER OF UNDERSTANDING # 1

between
Montfort
Hospital and
Ontario Nurses' Association

SUBJECT: Job Sharing

In order to maintain the most qualified workforce possible and to adequately respond to the changing needs of our nurses, Montfort Hospital accepts the principle of job sharing, as follows:

1. Definition

Job sharing is broadly defined as an arrangement where two nurses share the hours of a full-time position.

2. Request for job sharing

- (a) A request for job sharing must be made in accordance with the procedures outlined in the job sharing policy;

3. Status

In this agreement, the full-time shared position becomes two (2) regular part-time positions (.5) at 37.5 hours per pay period.

4. Working hours and schedules

- (a) Hours of work and scheduling arrangements are defined in Article 13 of the Part- Time Collective Agreement and Article E (except E4) of the Local Appendix. In addition, weekend and statutory vacation arrangements shall apply as if the position were staffed by only one person.
- (b) Signatory nurses shall share the hours of work in an equitable manner. However, this distribution must meet the needs of the position. In the event of a conflict between the signatories of the agreement on the choice of a vacation worked or not worked, seniority shall prevail.
- (c) It is understood that nurses signing the agreement cannot be scheduled at the same time unless they are assigned additional shifts in their respective

positions.

- (d) Overtime approved by the immediate supervisor shall be paid in accordance with the applicable collective agreement.
- (e) When required by the immediate supervisor, the nurses who signed this agreement agree to replace each other during annual leave.
 - i) It is the responsibility of the job sharer to cover their partner's work hours during their partner's predetermined absences.
 - ii) The job sharer, will make every effort to cover unscheduled absences and will notify the manager or designee as soon as possible that he/she is unable to do so.
 - iii) The additional shifts will be distributed to regular part-time nurses including TP1 and TP2 and then to casual nurses before being offered to job-sharing nurses.

5. Portion of the vacant position

- (a) In the event of a vacancy, the person remaining in the position commits to work temporarily on a full-time basis, pending the filling of the vacancy.
- (b) In the event of a vacancy, the portion of the position to be shared shall be posted in accordance with the collective agreement.
- (c) If the vacancy cannot be adequately filled, the Hospital may terminate this agreement. The position will then be offered to the remaining employee and if the employee refuses, the entire position will be posted.

6. Seniority

The seniority of each team member is calculated in accordance with the regular part-time collective agreement.

7. Cancellation of the agreement

If either party wishes to terminate this Agreement, it shall give at least ninety (90) days notice to the other parties.

If the initiative comes from the Hospital, it will attempt to offer the nurses sharing the job a position corresponding to their respective qualifications, experience and aptitudes. Should the Hospital be unable to find an equivalent position, then the layoff procedure shall apply in accordance with the regular part-time collective agreement.

If the initiative comes from either of the nurses sharing the position, clauses #7 and #8 apply.

8. Amendment to the agreement

The parties agree that any amendments to the Collective Agreement made by negotiation or special agreement shall automatically apply to this Agreement, where applicable.

Signed this 16th day of June 2022 at Ottawa, Ontario.

FOR THE HOSPITAL

FOR THE ASSOCIATION

France Sansregret

Marco Dufour

Sophie Parisien

Luc Lauzon

Carolyn Crowley

Ashley Diotte

Katia Morinville

Sherry Veilleux

Karina Saavedra

The nurses signing this job sharing agreement have agreed and accepted to share a full-time Registered Nurse position (37.5 hours/week) under the terms and conditions detailed above.

NURSE'S SIGNATURE WITNESS DATE

NURSE'S SIGNATURE WITNESS DATE



LETTER OF UNDERSTANDING # 2

between
Montfort
Hospital and
Ontario Nurses' Association

SUBJECT: Self-calculation

1. When a department wishes to implement the self-calculus, a survey is conducted to assess nurses' interest in the self-calculus.
2. The survey must show that 80% of the nurses in the department in question are in favor of the self-certification. The immediate supervisor must also agree.
3. Registered nurses who do not wish to participate in the self-schedule must notify their immediate supervisor in writing. They remain subject to the applicable work schedule provisions.
4. In the event that the self-scheduling causes conflicts that cannot be resolved after discussion between the nurses involved and the immediate supervisor, the self-scheduling is stopped.
5. Each nurse remains responsible for her own work schedule.
6. The immediate supervisor must approve the final work schedule as well as future changes, if any.
7. The provisions of the collective agreement regarding work schedules apply to the self- schedule.
8. The parties agree that this letter may be amended upon agreement.

Signed this 16th day of June 2022 at Ottawa, Ontario.

FOR THE HOSPITAL

France Sansregret

Sophie Parisien

Carolyn Crowley

Katia Morinville

FOR THE ASSOCIATION

Marco Dufour

Luc Lauzon

Ashley Diotte

Sherry Veilleux

Karina Saavedra



LETTER OF UNDERSTANDING # 3

between
Montfort
Hospital and
Ontario Nurses' Association

SUBJECT: Article 13.04 - "Weekend Worker(s)"

1. The parties agree to proceed with the introduction of weekend shifts under the provisions of Article 13.04.
2. It is understood that the introduction of such positions is on a six (6) month trial basis. If at the end of this trial period, the parties decide to terminate the project, the incumbents of the positions shall return to their original status.
3. It is understood that if the Hospital creates new positions for weekend shifts, there will be no layoffs associated with that creation.

It is understood that the terms and conditions of the job posting will be respected.

4. A weekend shift consists of two 11.25 hour shifts and one 7.5 hour shift per week. Rotations are day and night.

The 7.5 hour shift will be assigned on Friday or Monday.

5. If it is a position that is surplus to the structure, the incumbent of that position does not make his or her choice of vacancy in a specific department.
6. If the full-time nurse takes a weekend shift, her vacation bank shall continue for the purpose of taking any vacation. Section G-1(b) would apply for any residual bank.

If a nurse who has a weekend position leaves her position for part-time work, or if she becomes casual or leaves the Hospital, her leave bank credits are redeemed.

7. Prior to the end of the six (6) month probationary period, the parties shall meet to discuss whether or not to continue such positions. In the event the parties decide to cancel such positions, the termination provisions will be negotiated and will take into account item 2 hereof.

If the parties decide to maintain such positions, they will agree to a standing agreement.

8. The nurse holding a weekend position could be offered weekdays other than Monday to receive training at the Hospital.
9. If either party wishes to terminate this Agreement, it must give at least sixty (60) days notice to the other parties.

Signed this 16th day of June 2022 at Ottawa, Ontario.

FOR THE HOSPITAL

France Sansregret
Sophie Parisien
Carolyn Crowley
Katia Morinville

FOR THE ASSOCIATION

Marco Dufour
Luc Lauzon
Ashley Diotte
Sherry Veilleux
Karina Saavedra



LETTER OF AGREEMENT #4

between
Montfort
Hospital and
Ontario Nurses' Association

SUBJECT: Error in the assignment of part-time nurses' shifts

1. **Considering** that an error in the shift assignment, according to the provisions of the collective agreement and the availability submitted by the part-time nurse may occur ;
2. **Considering the** decision of the "Davie" tribunal in the interest arbitration involving Sensenbrenner Hospital (Kapusksasing) and ONA (October 2002) recognizing the principle of remedying an error in shift assignment by offering the part-time nurse concerned an extra shift;
3. The parties agree as follows;
 - 3.1 The nurse will be assigned surplus based on the following conditions:
 - 3.1.1 on the service, on the shift and at the same rate (regular or increased) as the shift claimed ;
 - 3.1.2 based on the availability of the part-time nurse over a six (6) week period ;
 - 3.1.3 if a replacement need arises while the part-time nurse is in surplus under this agreement, that shift will be offered to her and another shift will be assigned to compensate for the shift claimed;
 - 3.2 If the Hospital is unable to assign a shift within the six (6) week period, then the part-time nurse shall be paid for the shift claimed. However, if the nurse refuses shifts offered by the Hospital in accordance with her availability within the six (6) week period, then no compensation will be paid and she will not be able to claim the shift in question, unless there are extenuating circumstances.
 - 3.3 In the event that the Hospital contravenes this Letter of Understanding by assigning the nurse who is actually in surplus, with the exception of 3.1.3,

the Hospital agrees to pay the shift originally claimed rather than reassigning the surplus nurse.

4. This agreement shall prevail for the duration of the collective agreement expiring March 31, **2023**. The parties will review the situation thereafter.
5. This agreement is intended to address a specific local situation and is not intended to serve as a precedent for any future similar or dissimilar situations.

Signed this 16th day of June 2022 at Ottawa, Ontario.

FOR THE HOSPITAL

France Sansregret

Sophie Parisien

Carolyn Crowley

Katia Morinville

FOR THE ASSOCIATION

Marco Dufour

Luc Lauzon

Ashley Diotte

Sherry Veilleux

Karina Saavedra



LETTER OF AGREEMENT # 5

between
Montfort
Hospital and
Ontario Nurses' Association

SUBJECT: Parking

The parties **agree to provide parking tokens to nurses on standby who do not have a parking card for the Hospital.**

Signed this 16th day of June 2022 at Ottawa, Ontario.

FOR THE HOSPITAL

France Sansregret
Sophie Parisien
Carolyn Crowley
Katia Morinville

FOR THE ASSOCIATION

Marco Dufour
Luc Lauzon
Ashley Diotte
Sherry Veilleux
Karina Saavedra



LETTER OF AGREEMENT #6

between

Montfort
Hospital and

Ontario Nurses' Association

SUBJECT: Regular part-time status with TP1 and TP2

The parties agree that:

This agreement applies to all regular part-time nurses holding a TP 1 or TP 2 status.

Thus, Montfort Hospital recognizes the following statuses:

Regular part-time nurse #1 :

a) A part-time nurse #1 is:

- i. available fifty-two (52) weeks per year excluding vacation periods, and must work one of the two (2) holidays (Christmas or New Year's Day) ;
- ii. works, in rotation as per E8 unless assigned to a permanent shift, and ;
- iii. referred to in section E1(b), and ;
- iv. pre-scheduled for thirty (30) hours per pay period, and ;
- v. States that she is available for at least 22.50 hours per pay period, and ;
- vi. indicates in writing, her availability for point v. and if she wishes, for an additional number of shifts. In all cases, availability must be submitted six (6) weeks prior to the start of each schedule;
Regular Part-Time Nurse #2:
- vii.

b) A part-time nurse #2 is:

- i. available fifty-two (52) weeks per year excluding vacation periods, and ;
- ii. works, in rotation as per E8 unless assigned to a permanent shift, and ;

- iii. referred to in section E1(b), and ;
- iv. pre-scheduled for two (2) shifts per month based on operational requirements, and ;
- v. available to be pre-scheduled in addition to the hours in iv. for a minimum of 45.00 hours between June ¹ and September 15 based on operational needs, and ;
- vi. may be pre-scheduled for two (2) shifts during the period of December 24 through January 2 and may be required to work one of the two (2) holidays;
- vii. indicates in writing, her availability for item iv. and if she wishes, for an additional number of shifts. In all cases, availability must be submitted six (6) weeks prior to the start of each schedule;
- viii. it is recognized that the Hospital is not obligated to provide hours that may earn overtime premium.

- c) A part-time nurse (# 1 or # 2) who works a shift on one of the holidays provided for in Article F-1 is entitled to the hourly rate increased by half;
- d) A part-time nurse (#1 or #2) who is assigned to a department shall be deemed to belong to that department for the purpose of authorizing statutory holidays and annual leave;
- e) The part-time nurse (#1 or #2) may make herself available to work in more than one department, if operational needs permit and if she has the required skills.

Signed this 16th day of June 2022 at Ottawa, Ontario.

FOR THE HOSPITAL

France Sansregret
Sophie Parisien
Carolyn Crowley
Katia Morinville

FOR THE ASSOCIATION

Marco Dufour
Luc Lauzon
Ashley Diotte
Sherry Veilleux
Karina Saavedra



LETTER OF AGREEMENT #7

between
Montfort
Hospital and
Ontario Nurses' Association

RE: Section E1 b) - Weekend

The parties agree that at the express request of the employee, she may work three (3) weekends per month, and in such cases, the provisions of Article 14.03 shall not apply.

Such request shall be in writing and delivered to the employee's manager. The manager and the Union shall authorize such a request.

For greater certainty, this shall not have the effect of permanently changing the position. Upon six (6) weeks notice, either party may terminate such request.

Signed this 16th day of June 2022 at Ottawa, Ontario.

FOR THE HOSPITAL

France Sansregret
Sophie Parisien
Carolyn Crowley
Katia Morinville

FOR THE ASSOCIATION

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Karina Saavedra



LETTER OF UNDERSTANDING #8 A)

between
Montfort
Hospital and
Ontario Nurses' Association

SUBJECT: Schedule 2 days / 2 nights / 5 days off

The 2 day / 2 night / 5 day off schedule model is available in areas where sufficient staff request it, i.e. in groups of nine (9) full time nurses.

Nurses shall express their interest in writing and if the Employer receives more than nine (9) applications, selection shall be made in order of seniority.

The introduction of such a model is done by pilot project of at least six (6) months. At the end of this period, the parties may implement the model for a maximum period of twelve (12) months, renewable each year.

1. The nurse may not be scheduled for more than four (4) consecutive shifts. It is understood that the fifth and consecutive shifts will be paid at time and one-half;
2. The nurse may not be scheduled for more than three (3) consecutive weekends. It is understood that the fourth weekend and consecutive weekends will be paid at the overtime rate.
3. Statutory vacations shall be incorporated into the rotation provided for in this agreement. Said holiday leave shall be 7.5 hours paid and 3.75 hours automatically coded as unpaid leave of absence unless the nurse uses vacation time or any other type of banked time.
4. In order to ensure that nurses accumulate the 1,950 hours per year for pension purposes, 45 hours must be added to the rotation provided for in this agreement. These 45 hours shall be divided into four 11.25 hour shifts and 50% of these shifts shall be day shifts. These four shifts will be divided into four periods (3 months). For night shifts, there shall be a minimum period of 48 hours before the next day shift. In addition, at the specific request of the nurse, she may ask to work the shift that precedes or follows these four shifts. Of course, this will be permitted if the operational needs of the department permit. If this is the case, then item 1 of this agreement does not apply.
5. For the holiday season, sections E-2 (a), (c), (d) and (f) shall apply as written.

Sections E- 2 (b) and (e) are amended as follows: (b) The Hospital shall schedule a minimum of five (5) consecutive days off at Christmas or New Year's Day. It is understood that nurses may individually waive this provision in writing; e) A nurse will not be required to work more than five (5) consecutive days. Further, the parties agree that Article E-8 may not apply in all cases;

6. If a position under this agreement becomes permanently vacant, then prior to posting, the time line will be offered to a regular full-time nurse in the department who has previously expressed interest in such a schedule, by seniority. It is understood that the position so vacated will be posted.
7. A nurse covered by this agreement who wishes to return to a regular schedule must make a written request. The immediate supervisor shall ask the full-time nurses in the department to express, in writing, their interest in obtaining such a schedule. If there is more than one nurse, the employer will offer it to the most senior nurse. If not, the 2 days/2 nights/5 days off schedule will then end at the next scheduling date for the nurse who made the request as well as the eight (8) least senior nurses on such a schedule. It is agreed that before proceeding with the cancellation of such a schedule, the parties shall meet to discuss alternative solutions.
8. For leave purposes, vacation weeks shall be deemed to begin on Monday mornings beginning at 7:30 a.m. and end on the following Monday at 7:29 a.m.
9. Either party may terminate this Agreement upon not less than sixty (60) days' notice.

Signed this 16th day of June 2022 at Ottawa, Ontario.

FOR THE HOSPITAL

France Sansregret
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FOR THE ASSOCIATION

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Karina Saavedra



LETTER OF UNDERSTANDING #8 B)

between
Montfort
Hospital and
Ontario Nurses' Association

SUBJECT: Schedule 2 days / 2 evenings / 5 days off

The 2 day / 2 night / 5 day off schedule model is available in areas where sufficient staff request it, i.e. in groups of nine (9) full time nurses.

Nurses shall express their interest in writing and if the Employer receives more than nine (9) applications, selection shall be made in order of seniority.

The introduction of such a model is done by pilot project of at least six (6) months. At the end of this period, the parties may implement the model for a maximum period of twelve (12) months, renewable each year.

1. The nurse may not be scheduled for more than four (4) consecutive shifts. It is understood that the fifth and consecutive shifts will be paid at time and one-half;
2. The nurse may not be scheduled for more than three (3) consecutive weekends. It is understood that the fourth weekend and consecutive weekends will be paid at the overtime rate.
3. Statutory vacations shall be incorporated into the rotation provided for in this agreement. Said holiday leave shall be 7.5 hours paid and 3.75 hours automatically coded as unpaid leave of absence unless the nurse uses vacation time or any other type of banked time.
4. In order to ensure that nurses accumulate the 1,950 hours per year for pension purposes, 45 hours must be added to the rotation provided for in this agreement. These 45 hours shall be divided into four 11.25 hour shifts and 50% of these shifts shall be day shifts. These four shifts will be divided into four periods (3 months). For night shifts, there shall be a minimum period of 48 hours before the next day shift. In addition, at the specific request of the nurse, she may ask to work the shift that precedes or follows these four shifts. Of course, this will be permitted if the operational needs of the department permit. If this is the case, then item 1 of this agreement does not apply.
5. For the holiday season, sections E-2 (a), (c), (d) and (f) shall apply as written.

Sections E- 2 (b) and (e) are amended as follows: (b) The Hospital shall schedule a minimum of five (5) consecutive days off at Christmas or New Year's Day. It is understood that nurses may individually waive this provision in writing; e) A nurse will not be required to work more than five (5) consecutive days. Further, the parties agree that Article E-8 may not apply in all cases;

6. If a position under this agreement becomes permanently vacant, then prior to posting, the time line will be offered to a regular full-time nurse in the department who has previously expressed interest in such a schedule, by seniority. It is understood that the position so vacated will be posted.
7. A nurse covered by this agreement who wishes to return to a regular schedule must make a written request. The immediate supervisor shall ask the full-time nurses in the department to express, in writing, their interest in obtaining such a schedule. If there is more than one nurse, the employer will offer it to the most senior nurse. If not, the 2 days / 2 evenings / 5 days off schedule will then end at the next schedule for the nurse who requested it as well as the eight (8) least senior nurses benefiting from such a schedule. It is agreed that before proceeding with the cancellation of such a schedule, the parties shall meet to discuss alternative solutions.
8. For leave purposes, vacation weeks shall be deemed to begin on Monday mornings beginning at 7:30 a.m. and end on the following Monday at 7:29 a.m.
9. Either party may terminate this Agreement upon not less than sixty (60) days' notice.

Signed this 16th day of June 2022 at Ottawa, Ontario.

FOR THE HOSPITAL

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Karina Saavedra



LETTER OF AGREEMENT #9

between
Montfort
Hospital and
Ontario Nurses' Association

SUBJECT: Group Insurance Part-Time Nurse

The purpose of this letter of agreement is to specify the rules of eligibility for voluntary participation in the group insurance plan for part-time nurses.

In order to be eligible for the group insurance plan, regular part-time nurses must regularly work a minimum of 30 hours per pay period.

Regular part-time nurses will have 31 days to enroll from the date we offer this group insurance plan. Any application made after this time will be treated as a late application.

The coverage available is the same as that provided for regular full-time nurses with the exception of life insurance and short and long-term salary insurance (HOOGLIP).

Regular part-time nurses who voluntarily participate in this group insurance plan will have their insurance premiums deducted from their pay. In the event that a nurse does not have the necessary funds, the insurance premiums will be deducted from the next pay. If after three (3) paychecks, the nurse has not paid 100%, the Hospital will be obliged to terminate the nurse's membership in this group insurance plan.

Signed this 16th day of June 2022 at Ottawa, Ontario.

FOR THE HOSPITAL

France Sansregret
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Karina Saavedra



LETTER OF AGREEMENT # 10

between
Montfort
Hospital and
Ontario Nurses' Association

SUBJECT: Article E-10 - Local Collective Agreement

1. ***Considering the*** importance that the parties attach to the quality of life at work ;
2. ***Considering the*** importance that the parties place on fairness;
3. ***Considering*** the nature of the tasks performed in the following specialized services
 - Operating room and recovery room;
 - Endoscopy, urology and ophthalmology;
 - Day surgery-Surgery.
4. ***The parties agree that:***
 - 4.1 The provisions of Article E-10 of the current local collective agreement shall not apply;
 - 4.2 All nurses holding a regular position (full-time, part-time and part-time #1) will be cross-trained within the set of specialties outlined in 3.0 herein and agree to be reassigned within them, in reverse order of seniority, as operational needs dictate;
 - 4.3 In all cases of reassignment, the Hospital shall take into account the qualification of the nurse(s) to be reassigned. It is understood that the nurse(s) will be provided with adequate training and orientation to the emergency site and equipment (e.g., emergency cart location, fire alarms, fire extinguisher, department procedures, etc.). Tasks will be assigned based on professional expertise and familiarity with the department.

In the event of a situation beyond the control of the employer (e.g. pandemic), reassignment will be based on operational requirements.

Signed this 16th day of June 2022 at Ottawa, Ontario.

FOR THE HOSPITAL

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LETTER OF AGREEMENT # 11

between
Montfort
Hospital and
Ontario Nurses' Association

RE: 3-2-2 Extended Shift Schedule

When a department/unit wishes to implement the 3-2-2 schedule model, the manager will assess the nurses' interest in this type of work schedule.

A secret ballot, conducted by the Union, must show that 80% of the nurses in the department/unit in question are in favour of the 3-2-2 schedule model. The immediate supervisor must also agree.

The introduction of such a model is done by pilot project of at least six (6) months. At the end of this period, the parties may implement the model for a maximum period of twelve (12) months, renewable each year.

1. Extended shifts

This Extended Shift Agreement is subject to the continued approval of the Director, Employment Standards Branch.

2. Staff members already working permanent eight (8) hour shifts who wish to retain their eight (8) hour shift shall be assigned on the basis of seniority, provided rotation permits.

3. Work Schedule Regulations

The following regulation governs the scheduling of nurses who work extended shifts:

- a) Employees shall not be required to work more than four (4) consecutive shifts.
- b) The remaining sections of the Work Schedule Regulations shall apply to nurses working during the regular daily period provided for in Section E-1(j) (Shift Exchange) and the Joint Status Letter of Understanding.
- c) In the case of extended shifts of twelve (12) hours and in accordance with Article 13 of the Central Collective Agreement, the parties agree that the paid work period shall be 11.25 hours.

- d) For the holiday season, sections E-2 (a), (c), (d) and (f) shall apply as written. Sections E-2 (b) and (e) are amended as follows: (b) The Hospital shall schedule a minimum of five (5) consecutive days off at Christmas or New Year's Day. It is understood that nurses may individually waive this provision in writing; e) A nurse will not be required to work more than five (5) consecutive days. Further, the parties agree that Article E-8 may not apply in all cases;
 - e) Vacation leave shall be incorporated into the rotation provided for in this agreement. Said holiday leave shall be 7.5 hours paid and 3.75 hours automatically coded as unpaid leave of absence unless the nurse uses vacation time or any other type of banked time.
 - f) During extended shifts of 12 hours duration, overtime will be paid for hours worked in excess of 11.25 hours in accordance with Article 14 and any applicable premium benefits.
 - g) Nurses working extended shifts shall be given every other weekend off. If interested persons are not given every other weekend off, an overtime premium shall be paid in the manner prescribed in the superior conditions, unless:
 - i) the nurse worked the weekend in question to make up for specific days off she requested;
 - ii) the nurse in question requested in writing that the clinical manager work on weekends;
 - iii) the nurse in question worked on weekends following a shift exchange with another nurse.
 - h) A minimum of two (2) consecutive days off between extended shifts shall normally be provided.
 - i) An extended shift shall include breaks totaling 1.5 hours (i.e. forty-five (45) minutes paid and forty-five (45) minutes unpaid). Meal and break periods shall be scheduled so that a fifteen (15) minute break can be combined with an unpaid meal break.
 - j) There shall be at least two (2) consecutive shifts off between a change in work schedule and at least forty-eight (48) hours off following night shifts.
4. For leave purposes, vacation weeks shall be deemed to begin on Monday mornings beginning at 7:30 a.m. and end on the following Monday at 7:29 a.m.
 5. Either party may terminate this Agreement upon not less than sixty (60) days' notice.

Signed this 16th day of June 2022 at Ottawa, Ontario.

FOR THE HOSPITAL

France Sansregret

Sophie Parisien

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Karina Saavedra



LETTER OF AGREEMENT # 12

between
Montfort
Hospital and
Ontario Nurses' Association

RE: Twelve (12) hour shifts for part-time nurses

The purpose of this Letter of Understanding is to specify the terms and conditions applicable to innovative schedules that the Employer and the Union have or may agree to. For example: 2 days / 2 nights / 5 days off, 2 days / 2 nights / 5 days off, 3-2-2 extended shift schedule and any other schedule involving 12 hour shifts.

Preamble:

The purpose of this agreement is to address a concern regarding innovative schedules. Indeed, some schedules implemented to date, such as the 2 days / 2 nights / 5 days off schedule, by their very nature, do not provide for a job status that can ensure the support of the regular teams; this causes situations of overtime and a lack of support in terms of replacement of absences.

The employer wants to allow the introduction of innovative schedules based on the principle of having designated employees in support to avoid situations of structural overtime and to allow a better management of replacements for absences.

The union, in order to meet the expectations of its members, wishes to allow the introduction of innovative schedules.

Therefore, in order to allow for better management and greater stability of the teams, the parties agree to the following:

SUBJECT: Innovative Schedules

As of the date of signing of this agreement, an innovative schedule may be implemented based on the principles listed above for each care unit; the objective being to implement schedules that meet the needs of both the employees and the organization.

Thus, the signing of this:

1. Any part-time employee may enter into a combination of eight (8) and twelve (12) hour status and then be able to be scheduled at single rate for an eight (8) or twelve

- (12) hour shift depending on operational needs.
2. An employee with eight (8) hour status will not be prejudiced with respect to substitution priorities.
 3. Any new regular part-time position shall be deemed to have a mixed status of eight (8) and twelve (12) hours.
 4. **For leave purposes, vacation weeks shall be deemed to begin on Monday morning at 7:30 a.m. and end on the following Monday at 7:29 a.m.**
 5. Appendix "A" forms part of this Agreement.
 6. Either party may terminate this Agreement upon not less than sixty (60) days' notice.
-

APPENDIX A

To the 2 days / 2 nights / 5 days off and 2 days / 2 nights / 5 days off schedule models provided for in the local collective agreement (letters of agreement # 9a and # 9b), a full-time position is added as a support team.

The employee in the full-time position who is assigned to the support team cannot expect to follow a regular 2 day / 2 night / 5 day off shift line or 2 day / 2 night / 5 day off shift.

Conditions:

1. The schedule is posted six weeks in advance so that employees assigned to the support team know their assignments. Shift swapping is permitted with the approval of the manager.
2. Any temporary absence is filled from nurse(s) on the support team twelve (12) hours. The support team position is filled if the absence is expected to last more than three (3) months.

Signed this 16th day of June 2022 at Ottawa, Ontario.

FOR THE HOSPITAL

France Sansregret

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Carolyn Crowley

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FOR THE ASSOCIATION

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Karina Saavedra



LETTER OF AGREEMENT # 13

Between
Montfort
Hospital and
Ontario Nurses' Association

SUBJECT: Montfort Knowledge Institute Union Recognition

WHEREAS, there is created the Montfort Knowledge Institute which will become a separate entity from Montfort Hospital;

WHEREAS, there are 2 clinical educator positions that will be transferred to the Montfort Knowledge Institute;

WHEREAS the Union is seeking the 2 clinical educator positions;

WHEREAS the Hospital recognizes that the 2 Clinical Educator positions are positions within the Ontario Nurses' Association.

THE PARTIES AGREE AS FOLLOWS:

1. The preamble is an integral part of this agreement;
2. The Hospital recognizes the Ontario Nurses' Association as the bargaining agent for all registered and graduate nurses employed by the Montfort Knowledge Institute who are engaged in nursing and teaching, except supervisors and managers;
3. This Agreement shall be effective as of December 25, 2015 and shall have no retroactive application;
4. This is an integral part of the Local Collective Agreement between Montfort Hospital and the Ontario Nurses' Association;
5. This Agreement is entered into without admission of liability, prejudice or precedent.

Signed this 16th day of June 2022 at Ottawa, Ontario.

FOR THE HOSPITAL

France Sansregret

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Carolyn Crowley

Katia Morinville

FOR THE ASSOCIATION

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LETTER OF AGREEMENT # 14

Between
Montfort
Hospital and
Ontario Nurses' Association

SUBJECT: Replacement Team/Resources

WHEREAS, the Employer has created a replacement/resource team to meet its operational needs;

WHEREAS this team has been newly created and the nurses will be called upon to work on different units within the Hospital;

WHEREAS there are two (2) types of replacement/resource team profiles to meet our operational needs:

Profile A: Multidisciplinary, Surgery, and Mental Health Program

Profile B: Multidisciplinary 4A, Emergency, and Intensive Care

THE PARTIES AGREE AS FOLLOWS:

1. The replacement/resource team can be assigned to the units in profile A or B;
2. The Employer reserves the right, at any time, to modify or add profiles to meet operational needs;
3. The Employer will give a specific orientation to the nurse assigned to an applicable unit or units, prior to the commencement of the assignment, to ensure that quality care is provided to patients;
4. The parties agree to work together to address any issues raised by the creation of the resource team in relation to the application of the collective agreement;
5. For vacation, leave, and layoff purposes, the replacement/resource team should be treated as a separate unit;

6. The Employer agrees to discuss with the Union, as necessary, any major changes or improvements that may affect the replacement/resource team.

Signed this 16th day of June 2022 at Ottawa, Ontario.

FOR THE HOSPITAL

France Sansregret

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Karina Saavedra

LETTER OF AGREEMENT #15

**Between
Montfort Hospital
and**

Ontario Nurses' Association

SUBJECT: Standby

The Hospital wishes to propose this letter of agreement to replace clause M-2, to see if the proposed adjustments will address the standby issues raised during the last round of negotiations.

The parties agree as follows:

- a) The Hospital shall distribute standby assignments equitably among the qualified regular full-time and part-time nurses in the department.
- b) Standby assignments must be posted at the same time as the regular work schedule. Nurses are allowed to exchange their standby assignments provided this is done in writing and is approved by the immediate supervisor or their delegate.
- c) Any given nurse will not be on standby for more than two (2) consecutive weekends or during their scheduled vacation, unless the nurse agrees.
- d) Nurses will not be put on standby the day before a regular day shift.
- e) Nurses are entitled to a minimum of twelve (12) hours of rest when required to remain at work after their work shift or if recalled to work after their standby shift, before they are required to report for their next work shift. If the nurse chooses to change the start time of their next work shift, they must notify their manager or the designated person four (4) hours before the start time of the work shift. However, the nurse may choose to report to work at the scheduled time.
- f) The Hospital will make a rest/sleep area available to the nurse during their standby period.

The parties agree to meet within forty-five (45) days of the ratification of this collective agreement to discuss the terms of its implementation

regarding the operational and workforce needs that must be taken into consideration to successfully incorporate this new letter of agreement.

Signed on the 16th day of June 2022 in Ottawa, Ontario.

FOR THE HOSPITAL

France Sansregret

Marie-Catherine Lajoie

Roxanne Cantin

Valérie Dubois-Desroches

Patrice Lampron

**FOR THE
ASSOCIATION**

Marco Dufour

Ashley Diotte

Karina Saavedra

Sherry Veilleux

Simon Yelle