

**LOCAL APPENDICES TO THE
COLLECTIVE AGREEMENT**

Between:

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

And:

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

Expiry Date: June 7, 2021

TABLE OF CONTENTS

APPENDIX 3 – SALARY SCHEDULE	2
APPENDIX 4 – SUPERIOR CONDITIONS	5
APPENDIX 5	8
ARTICLE A - RECOGNITION	8
ARTICLE B - MANAGEMENT RIGHTS	9
ARTICLE C - ASSOCIATION REPRESENTATION	9
ARTICLE D - LEAVE OF ABSENCE - ASSOCIATION BUSINESS (LOCAL).....	10
ARTICLE E - HOURS OF WORK - SCHEDULING (Full-time).....	11
ARTICLE E - HOURS OF WORK - SCHEDULING (Part-time).....	13
ARTICLE F - JOB SHARING	18
ARTICLE G - PAID HOLIDAYS.....	20
ARTICLE H - VACATION	21
ARTICLE I - PRE-PAID LEAVE	23
ARTICLE J - GENERAL.....	23
ARTICLE K - WORKplace safety and insurance AND REINSTATEMENT.....	25
ARTICLE L - CAR ALLOWANCE.....	26
ARTICLE M - NEEDLESTICK / SHARPS SAFETY	26
ARTICLE N - VIOLENCE IN THE WORKPLACE	26
LETTER OF UNDERSTANDING	29
Re: Conditional Offers – French Language Services	29
LETTER OF UNDERSTANDING	31
Re: Paid Leave For Bargaining Unit President	31
LETTER OF UNDERSTANDING	32
Re: Weekend Worker.....	32
LETTER OF UNDERSTANDING	35
Re: Parking Cost Exemption.....	35
LETTER OF UNDERSTANDING	36
Re: A second Charge Assignment on Schizophrenia and Geriatric Inpatient Units ..	36
LETTER OF UNDERSTANDING	37
Re: Assignment of Overtime.....	37

APPENDIX 3 – SALARY SCHEDULE**HOURLY RATES****Graduate Nurse**

	<u>Effective</u> <u>April 1,</u> <u>2020</u>	<u>Effective</u> <u>April 1,</u> <u>2021</u>
Start	\$31.79	\$32.11
1 Year	\$31.84	\$32.16
2 Years	\$32.36	\$32.68
3 Years	\$34.02	\$34.36
4 Years	\$35.59	\$35.95
5 Years	\$37.54	\$37.92
6 Years	\$39.58	\$39.98
7 Years	\$41.56	\$41.98
8 Years	\$44.97	\$45.42
25 Years		

Registered Nurse

	<u>Effective</u> <u>April 1,</u> <u>2020</u>	<u>Effective</u> <u>April 1,</u> <u>2021</u>
Start	\$33.56	\$33.90
1 Year	\$33.72	\$34.06
2 Years	\$34.28	\$34.62
3 Years	\$35.98	\$36.34
4 Years	\$37.67	\$38.05
5 Years	\$39.79	\$40.19
6 Years	\$41.94	\$42.36
7 Years	\$44.08	\$44.52
8 Years	\$47.22	\$47.69
25 Years	\$48.05	\$48.53

Nurse Clinician
Clinical Nurse Educator

	<i><u>Effective</u></i> <i><u>April 1,</u></i> <i><u>2020</u></i>	<i><u>Effective</u></i> <i><u>April 1,</u></i> <i><u>2021</u></i>
Start	\$35.35	\$35.70
1 Year	\$35.51	\$35.87
2 Years	\$36.07	\$36.43
3 Years	\$37.84	\$38.22
4 Years	\$39.67	\$40.07
5 Years	\$42.30	\$42.72
6 Years	\$44.13	\$44.57
7 Years	\$46.37	\$46.83
8 Years	\$49.61	\$50.11
25 Years		

Nursing Practice
Coordinator

	<i><u>Effective</u></i> <i><u>April 1,</u></i> <i><u>2020</u></i>	<i><u>Effective</u></i> <i><u>April 1,</u></i> <i><u>2021</u></i>
Start	\$33.88	\$34.22
1 Year	\$34.04	\$34.38
2 Years	\$34.59	\$34.94
3 Years	\$36.28	\$36.64
4 Years	\$38.02	\$38.40
5 Years	\$40.14	\$40.54
6 Years	\$42.33	\$42.75
7 Years	\$44.46	\$44.90
8 Years	\$47.63	\$48.11
25 Years		

Nurse Practitioner

	<u>Effective April 1, 2020</u>	<u>Effective April 1, 2021</u>
Start	\$50.60	\$51.11
1 Year	\$52.19	\$52.71
2 Years	\$53.44	\$53.97
3 Years	\$54.73	\$55.28
4 Years	\$56.06	\$56.62
5 Years	\$57.42	\$57.99
6 Years	\$58.31	\$58.89
7 Years	\$59.76	\$60.36
8 Years	\$60.77	\$61.38
25 Years	\$61.79	\$62.41

Lead Nurse Practitioner

	<u>Effective April 1, 2020</u>	<u>Effective April 1, 2021</u>
Start	\$57.76	\$58.34
1 Year	\$61.74	\$62.36
2 Years	\$65.72	\$66.38
3 Years	\$69.71	\$70.41

APPENDIX 4 – SUPERIOR CONDITIONSAWARDED BY THE CENTRAL ARBITRATION AWARD DATED OCTOBER 23, 1981

Clause #	Central Contract (Full-Time)	Applicable Clause from Existing Collective Agreement
2.02	2.03	A graduate nurse, other than a Graduate Psychiatric Nurse, shall complete registration within twenty-four (24) months of employment. Failure to obtain registration within this time may result in dismissal by the Hospital without recourse to grievance procedure. This provision only applies to nurses hired after January 1980. Protection does not continue for nurses hired after that date.
5-Note	8.01	Concurrent with submitting the regular monthly Association dues, the Hospital will provide the Association with names of new nurses including their classification, category and work area.
10.04		
	- Note 12.08	For Nurses on the payroll on October 31, 1981. A nurse who is on Workers' Compensation Board leave from the Hospital shall accumulate seniority for three (3) months of such leave and shall retain but not accumulate seniority for the remainder of the time that she is absent on such leave.
11-Note 1		
	13.02 (e)	Requests for paternity leave shall be considered as a personal leave of absence under Article 11.01.
12.02	20.08	A nurse with five (5) years continuous service who terminates employment with the Hospital, except for reasons of discharge for cause, will be entitled to a payout of sick leave credits of 50% of accumulated sick leave up to a maximum of sixty (60) days. In the case of the death of a nurse, an allowance is payable to the beneficiary (as indicated on the nurse's application for the Hospitals of Ontario Group Life Insurance) equal to the unused portion of the nurse's accumulated sick leave.
	20.09	A nurse who retires at age sixty (60) and over and in accordance with the provisions of the Hospitals of Ontario Pension Plan shall be entitled to receive her accumulated sick leave up to a maximum of seventy-five (75) days at her rate of earnings immediately preceding retirement. For nurses with twenty (20) years unbroken service the maximum will be one hundred (100) days.

14.11 Note The monetary benefit paid for ambulance escort duty prior to this agreement that is to be continued is time and one-half (1 ½) the regular rate of pay for all overtime hours resulting from assignment to ambulance escort duty.

19.09 16.07 The Hospital will pay Educational Bonuses as per Schedule "A", on the following conditions:

- a) Proof of standing must be submitted by the nurse to the Hospital.
- b) There shall be no pyramiding of certificates or degrees.
- c) Payment of the bonus shall commence at the start of the first pay period following successful completion of the probationary period.
- d) The bonus shall be added to the nurse's basic monthly salary.
- e) A nurse who is employed in a position which requires a certificate or degree would receive the applicable educational bonus from the date of employment in such position.

Educational Bonus

* Six months Post-Graduate Nursing Course or Nursing Unit Administration Course or its equivalent

- \$15/month

One Year University Diploma or Certificate Course

- \$40/month

Baccalaureate Degree in Nursing

- \$80/month

** Master's Degree in Nursing

- \$120/month

* The Education Bonus will be made to those employed in a capacity utilizing this course.

** Applicable only to those nurses employed above the Registered Staff Nurse level.

APPENDIX 4 – SUPERIOR CONDITIONSAWARDED BY THE CENTRAL ARBITRATION AWARD DATED OCTOBER 23, 1981

Clause # Central Contract (Part-Time)	Applicable Clause from Existing Collective Agreement
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2.02 2.03 A graduate nurse, other than a Graduate Psychiatric Nurse, shall complete registration within twenty-four (24) months of employment. Failure to obtain registration within this time may result in dismissal by the Hospital without recourse to grievance procedure. This provision only applies to nurses hired after January 1980. Protection does not continue for nurses hired after that date.

5-Note 8.01 Concurrent with submitting the regular monthly Association dues, the Hospital will provide the Association with names of new nurses including their classification, category and work area, if applicable.

14.10 Note The monetary benefit paid for ambulance escort duty prior to this agreement that is to be continued is time and one-half (1 ½) the regular rate of pay for all overtime hours resulting from assignment to ambulance escort duty.

15 Note 21.01 All Part-Time Nurses

Part-time nurses shall receive holiday pay for all recognized statutory holidays if they work at least twelve (12) days during the last four weeks immediately preceding the holiday.

21.01 Casual Part-Time Nurses

The following days are recognized as statutory holidays and payment for these days, if worked, shall be at the rate of time and one half.

APPENDIX 5

To The

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

Between

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

And

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

ARTICLE A - RECOGNITION

A.1 Full-time Bargaining Unit

The Hospital recognizes the Ontario Nurses' Association as the exclusive bargaining agent of all its Registered Nurses in the City of Ottawa engaged in a nursing capacity save and except those occupying the positions of Chief of Nursing Practice, Manager, Clinical Nurse Advisor, Nursing Services Co-ordinator, Occupational Health Services Co-ordinator, Staff Health Nurse, Clinical Nurse Consultant, and Specialized Nurse Practitioner and persons above the rank of Chief of Nursing Practice, Manager, Clinical Nurse Advisor, Nursing Services Co-ordinator, Occupational Health Services Co-ordinator, Staff Health Nurse, Clinical Nurse Consultant, Specialized Nurse Practitioner, and nurses regularly employed for less than five (5) tours per week, students employed during the school vacation periods and persons covered by existing collective agreements.

A.2 Part-time Bargaining Unit

The Hospital recognizes the Ontario Nurses' Association as the exclusive bargaining agent of all its Registered Nurses in the City of Ottawa engaged in a nursing capacity regularly employed for less than five (5) shifts per week save and except those occupying the positions of Chief of Nursing Practice, Manager, Clinical Nurse Advisor, Nursing Services Co-ordinator, Occupational Health Services Co-ordinator, Staff Health Nurse, Clinical Nurse Consultant, and Specialized Nurse Practitioner and students employed during the school vacation periods and persons covered by existing collective agreements.

A.3 Changes in Position Titles

The parties agree that if any of the position titles in this Article are changed, the description of the bargaining unit as set out herein will automatically be amended to

reflect the new position title. The enumerated exclusions from the bargaining unit reflect a level of responsibility such that it is appropriate that those positions be excluded from the 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 remain exclusively and without limitation within the rights of Management.

- B.2 Without limiting the generality of the foregoing, Management's rights include:
 - (a) The right to maintain order, discipline and efficiency, and in connection herewith to make, alter and enforce from time to time, reasonable rules and regulations, policies and practices, to be observed by its nurses, and the right to discipline or dismiss nurses for just cause.

 - (b) The direction of the working forces; the right to plan, direct and control the operation of the Hospital; the right to introduce new and improved methods, facilities and equipment; the right to determine the amount of supervision necessary; combining or splitting up departments, work schedules, establishment of standards and quality of care, the determination of the extent to which the 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.

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

 - (d) The sole and exclusive jurisdiction over all operations, buildings, machinery and equipment vested in this Hospital.

 - (e) The right to generally operate the Hospital in a manner consistent with the obligations of the Hospital to the general public in the community served.

- B.3 The Hospital agrees that in exercising its rights, as enumerated above, it will do so in a manner consistent with quality patient services and with the provisions of this Agreement.

ARTICLE C - ASSOCIATION REPRESENTATION

- C.1 There shall be a Negotiating Committee of not more than four (4) Association members from both the full-time and part-time bargaining units.

- C.2
 - (a) The Association may appoint up to ten (10) Nurse Representatives to represent full-time and part-time nurses in all Hospital programs.

 - (b) The nurse representative, committee members and Association officers will be responsible for supplying their supervisors with information as to time off as required by the terms of this agreement.

C.3 There shall be an Association Grievance Committee of up to four (4) nurses to represent the bargaining units. No more than three (3) members of the committee at any one time will attend any meeting with the employer pursuant to Article 7.

C.4 Hospital-Association Committee

The Hospital-Association Committee shall be composed of four (4) nurses from the Bargaining units and up to four (4) Hospital representatives.

C.5 Union Interview

The Hospital shall provide the Union with two (2) weeks' notice of the scheduled thirty minutes to interview employees during the corporate orientation period as required in Clause 5.06. The interview will take place as a standalone meeting at the Hospital during the first week of orientation. The interview meeting will not take place during any scheduled lunch or break period. The Hospital will advise the Bargaining Unit President, or designate, of the names of all newly hired employees to be interviewed.

C.6 Professional Development Committee

The Bargaining Unit may appoint two (2) nurses to represent full-time and part-time nurses at the Professional Development Committee.

C.7 Occupational Health and Safety Committee

The Hospital will recognize two (2) bargaining unit employee(s) of the Joint Occupational Health and Safety Committee. When a regular member of the Committee is not available, she/he may be replaced by an alternate, appointed by the Union.

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

D.1 Association leave will be granted pursuant to the following provisions:

- (a) Adequate notice of at least two (2) weeks is given to the Hospital. Where less than two (2) weeks' notice is given a leave may be approved at the discretion of the Manager or delegate.
- (b)
 - i) That not more than four (4) full-time nurses at any one time be allowed such leave, conditional upon these four (4) nurses not being from the same duty area of the Hospital.
 - ii) That not more than three (3) part-time nurses at any one time be allowed such leave.
 - iii) That the total number of days in any one calendar year for such leave for all nurses not exceed ninety-five (95) days except at the discretion of the employer for Local Co-ordinator duties.

Note: This provision does not apply to Hospital Paid union activities.

- D.2 The Employer will pay the Bargaining Unit President, or designate, at his/her regular straight time hourly rate for time spent in attendance at meeting scheduled, by the Employer where union representation is requested by the Employer, outside his/her regularly scheduled hours.

ARTICLE E - HOURS OF WORK - SCHEDULING (FULL-TIME)

E.1 Meal Breaks and Rest Periods

- (a) Nurses shall be entitled to paid relief periods during the shift on the basis of fifteen (15) minutes for each half shift and to a thirty (30) minute unpaid lunch break each eight (8) hour shift and to a forty-five (45) minute unpaid lunch break each twelve (12) hour shift.
- (b) Subject to the exigencies of patient care, one or both relief periods may be combined with the unpaid lunch break.

E.2 Time off in lieu of authorized overtime shall be scheduled at a mutually agreeable time.

- E.3
- (a) The day shift shall be considered the first shift of the day for purposes of scheduling.
 - (b) Schedules shall be posted on the unit two (2) weeks in advance and shall cover two (2) pay periods unless mutually agreed otherwise. Annually the employer will post on all units the date on which the schedule will be posted.
 - (c) Requests for changes in posted time schedules including change in start times should be submitted to the Manager or designate in writing or by email with a copy to the nurse willing to exchange days off or tour of duty at least five (5) business days before the actual event. The nurse shall have confirmation of approval from the Manager or designate within seventy-two (72) hours before any part of the switch occurs and such request shall not be unreasonably denied. Managers may use discretion in exceptional circumstances taking into consideration patient care needs. It is understood that such change of a tour of duty initiated by the nurse and approved by the Hospital shall not result in overtime payment to either of the nurses.

E.4 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 arrangements, 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 rotation.

- (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 approves, through an expression of intent, a nurse assisting with the development of a permanent Master Rotation the employer will endeavour to provide said nurse with time during her schedules day to work on development of the schedule.
- E.5
- (a) The Hospital will normally schedule two (2) weekends off in four (4) unless mutually agreed.
 - (b) A nurse will receive premium pay for all hours worked on a third and subsequent consecutive weekend except where:
 - (1) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - (2) such nurse has requested weekend work; or
 - (3) such weekend is worked as the result of an exchange of shifts with another nurse.
 - (c) It is understood that a weekend consists of fifty- six (56) consecutive hours off work during the period following the completion of the Friday day shift until the commencement of the Monday day shift.
- E.6 Every consideration will be given by the Hospital to a nurse who requests to work evening or night tours on a permanent basis.
- E.7 At least sixteen (16) hours time off shall be scheduled when tours of duty are changed and forty-eight (48) hours time off when transferring from night shift to another shift, unless as may otherwise be agreed to between the nurse and the Hospital.
- E.8 Schedules may provide for more than five (5) consecutive tours of work, but no more than seven (7) consecutive tours of work without days off, unless mutually agreed

otherwise. The Hospital however, will endeavour to schedule no more than six consecutive tours without days off.

E.9 For the nurse who normally rotates tours, the length of normal working periods on evening or night rotation, shall not exceed fourteen (14) calendar days in duration except in extenuating circumstances.

E.10 The Hospital will schedule five (5) consecutive days off at either Christmas or New Year's so that a nurse will have either period off, should he or she request in accordance with the vacation and time off scheduling process. The Hospital may at its discretion, waive all other scheduling requirements during this period.

The scheduling of time off at Christmas or New Year's shall be done on a nursing unit basis according to bargaining unit seniority unless mutually agreed otherwise.

E.11 Extended Tours

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

Note: it is understood that any existing master Rotations which currently exists at the date of ratification which contain more than 3 consecutive extended tours will not be considered a violation of the above language.

E.12 Nurses who attend any scheduled meetings at the request of nursing management shall have all hours in attendance counted as hours worked.

ARTICLE E - HOURS OF WORK - SCHEDULING (PART-TIME)

E.13 (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 a regular pre-determined basis in the Nursing Unit to which they are assigned and in accordance with the units cyclical rotation.

Casual Part-time: Nurses will be requested to work on a non-predetermined basis and will declare their availability or non-availability for work.

Nurses will provide availability 2 weeks in advance of the posted schedule. A Nurse who declares availability for any tour and later becomes unavailable for work shall notify the Hospital as soon as this change of circumstances becomes known. Any Nurse that accepts a shift is expected to work the scheduled shift.

A Nurse who submitted a request and has been approved for an extended leave shall be exempt from this provision.

- (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) As per the vacation scheduling/time off process, under Article H.3, shifts made available through the process will be identified on a draft schedule for Regular Part-time Nurses to select by seniority on the unit up to full time hours.
 - iv) Once the planners are removed from the unit, the remaining shifts will be offered:
 - i. Regular Part-time Nurse, on the unit who declared availability;
 - ii. Part-Time Casual Nurse who declared availability.
 - v) Shifts that are still vacant or become available following the completion of the vacation scheduling/time off process, under Article H.3, these shifts will be:
 - i. Regular Part-time Nurse, on the unit with declared availability;
 - ii. Regular Part-time Nurses hospital wide with declared availability;
 - iii. Casual Part-Time Nurse with declared availability;
 - iv. Assigned to the Resource Team Nurse.

E.14 Subject to the exigencies of patient care, one or both relief periods may be combined with the unpaid lunch break.

- E.15
- (a) The day shift shall be considered the first shift of the day for purposes of scheduling.
 - (b) Schedules shall be posted on the unit two (2) weeks in advance and shall cover two (2) pay periods unless mutually agreed otherwise. Annually the employer will post on all units the date on which the schedule will be posted.
 - (c) Requests for changes in posted time schedules including change in start times should be submitted to the Manager or designate in writing or by email with a copy to the nurse willing to exchange days off or tour of duty at least

five (5) business days before the actual event. The nurse shall have confirmation of approval from the Manager or designate within seventy-two (72) hours before any part of the switch occurs and such request shall not be unreasonably denied. Managers may use discretion in exceptional circumstances taking into consideration patient care needs. It is understood that such change of a tour of duty initiated by the nurse and approved by the Hospital shall not result in overtime payment to either of the nurses.

- E.16
- (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 arrangements, 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 rotation.

- (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 approves, through an expression of intent, a nurse assisting with the development of a permanent Master Rotation the employer will endeavour to provide said nurse with time during her schedules day to work on development of the schedule.

E.17 A Part-time Nurse can accumulate lieu time for approved overtime worked to the amount equal to their longest regular tour. Such lieu time shall be scheduled within 45 days of accumulation. Where it is not practical to schedule a nurse a day off in lieu he/she shall receive pay thereof.

- E.18
- (a) The Hospital will normally schedule two (2) weekends off in four (4) unless mutually agreed.

- (b) A nurse will receive premium pay for all hours worked on a third and subsequent consecutive weekend except where:
 - i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - ii) such nurse has requested weekend work; or
 - iii) such weekend is worked as the result of an exchange of shifts with another nurse.
- (c) It is understood that a weekend consists of fifty- six (56) consecutive hours off work during the period following the completion of the Friday day shift until the commencement of the Monday day shift.

E.19 Every consideration will be given by the Hospital to a part-time nurse who requests to work evening or night tours on a permanent basis.

E.20 At least sixteen (16) hours time off shall be scheduled when tours of duty are changed and forty-eight (48) hours time off when transferring from night shift to another shift unless as may otherwise be agreed to between the nurse and the Hospital.

E.21 The Hospital will schedule five (5) consecutive days off at either Christmas or New Year's so that a nurse will have either period off, should he or she request in accordance with the vacation and time off scheduling process. The Hospital may, at its discretion, waive all other scheduling requirements during this period.

The scheduling of time off at Christmas or New Year's shall be done on a nursing unit basis according to bargaining unit seniority unless mutually agreed otherwise.

E.22 Extended Tours

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

Note: it is understood that any existing master Rotations which currently exists at the date of ratification which contain more than 3 consecutive extended tours will not be considered a violation of the above language.

E.23 Nurses who attend any scheduled committee meetings at the request of nursing management shall have all hours counted as hours worked.

E.24 Four Hour Tours

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

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

E.25 (a) Cancellation of a single or partial shift will be on the basis of seniority of the nurses on the affected unit.

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

- 1. Regular Part-time /casual RNs hospital wide
- 2. Regular Part-time RNs on the unit

(b) Reassignment of a nurse from her or his area of work to meet the patient/operational needs shall be determined on the basis of skills, ability, qualification and experience.

E.26 Full-time nurses may be considered for temporary Full-Time vacancies.

E.27 Individual Special Circumstance Arrangement

Pursuant to Article 13.05 of the Central agreement the intention of creating a schedule for individual special circumstances is to aid in the retention of staff who wish to temporarily reduce their full-time hours. The following conditions shall apply unless otherwise agreed to by the parties.

- (a) Individual Special Circumstance (ISC) shall be considered on an individual basis.
- (b) The positions will be granted on the approval of the Management responsible for the program and will be conditional upon filling the vacancy of the additional hours created.
- (c) The Schedule shall be negotiated between the 2 parties to the Collective Agreement.

- (d) i) In the event that the full-time nurse in the Individual Special Circumstance arrangement leaves, the arrangement will be discontinued immediately.
- ii) In the event that the part-time nurse leaves the arrangement the ISC will be renegotiated.
- (e) The full-time Nurse in an ISC arrangement is not entitled to pick up additional shifts.
- (g) The Individual Special Circumstance Arrangement will be reviewed with the Management on an annual basis.
- (h) Benefits and Vacation for these positions will be prorated according to the hours worked and will be included in the ISC Agreement between the employees.

E.28 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, the nurse shall be paid time and one-half (1½) their base rate for a minimum of fifteen (15) minutes. If the call is beyond fifteen (15) minutes, time and one-half (1½) will be paid in increments of fifteen (15) minutes. The nurse shall keep a log of all calls and submit it to her immediate supervisor. The nurse cannot receive pay for other calls received during the same fifteen (15) minute interval. If the nurse is required to travel, she/he shall be paid in accordance with Article 14.06.

E.29 Shifts will be deemed to have been offered when a call is made.

ARTICLE F - JOB SHARING

- F.1 If the Hospital agrees to a job sharing arrangement pursuant to Article 20.01 of the Central Agreement, the following conditions shall apply unless otherwise agreed to by the parties:
- 1. Job sharing requests with regard to full-time positions shall be considered on an individual basis.
 - 2. Total hours worked by the job sharers shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) nurses and the Manager or designate.
 - 3. The above schedules shall conform with the scheduling provisions of the Full-time Collective Agreement.
 - 4. Each job sharer may exchange shifts with her partner, as well as with other nurses as provided by the Collective Agreement.

5. The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.

6. Coverage

- (a) It is expected that both job sharers will cover each other's incidental illnesses if possible. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.
- (b) Vacation, Maternity Leave, and other leaves pursuant to Article 11 of the Central Agreement

In the event that one member of the job-sharing arrangements goes on any of the above Leaves of Absence, the coverage will be negotiated with the Unit Supervisor, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

Job share partners may make themselves available to work additional shift(s). It is understood that the job share partners will not receive overtime payment unless the individual nurse has worked in excess of thirty-seven and one-half (37.5) in a one week period. All part-time nurses who have made their availability known to the immediate Supervisor/Designate of the Unit will be offered any additional shifts prior to a job sharer and in accordance with the existing Letter of Understanding for the Scheduling of Regular Part Time Nurses.

Implementation

7. Where the job sharing arrangement arises out of the filling of a vacant full-time position, both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreements.
8. Any incumbent full-time nurse wishing to share her position, may do so without having her half of the position posted. The other half of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreements.
9. Each new job sharing arrangement will be on a trial basis for a period of three (3) months. Following the initial period, if no major concerns are identified for both the sharer and Management then this position will continue under the job sharing agreement.

If one of the job sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining nurse will have the option of continuing the full-time position or have the following options:

- (a) Transferring into a vacant part-time position on the unit without the posting process during the first thirty (30) days of the notice period.

- (b) Transferring into a vacant position in the hospital without the posting process during the next sixty (60) days of the notice period.
- (c) Should no part-time position be available during the ninety (90) day notice period the employee will have the option of bumping into a regular part-time position subject to 10.08 (b) 4. of the collective agreement or transferring into the casual pool.

Discontinuation

The Union and the Employer may discontinue the job sharing arrangement with ninety (90) days notice. Upon receipt of such notice a meeting will be held between the above parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that the decision to discontinue the job sharing arrangement shall not be unreasonable or arbitrary.

The parties agree to meet with the initial job sharer and offer them the possibility to revert back to their initial full-time job. In the event that they choose to remain in the job sharing arrangement, the agreement made in the past shall be null and void and the job sharing arrangement will be covered by the Collective Agreement.

Should they choose to revert back to full-time, the affected partner shall have the options under F.1 (9.) a), b), c).

ARTICLE G - PAID HOLIDAYS

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

New Years Day (January 1 st)	Civic Holiday
Family Day (3 rd Monday in 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)

G.2 (Full-time only)

The Hospital will endeavour to schedule time off for recognized holidays as equitably as possible amongst nurses in the same unit, unless mutually agreed otherwise.

G.3 A tour that begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the tour.

G.4 (Full-time only)

A lieu day shall be scheduled by mutual consent between the Hospital and the nurse within a period of seventy-five (75) days on which the holiday falls or is observed. Where it is not practicable to schedule a nurse she shall receive pay in lieu thereof.

ARTICLE H - VACATION

- H.1 (a) The vacation year shall be segregated into three (3) periods. A nurse shall take vacation in the vacation year in which it is earned but shall be allowed to carry over five (5) vacation days to the next vacation year in accordance with the existing organizational policies.
- (b) The amount of vacation time shall be calculated in accordance with years of service as specified in Article 10.01 and shall be on the same basis as vacation time for full-time nurses. For the purpose of Article H vacations are deemed to be on the basis of weeks earned. For the purpose of this article, week is defined as Monday to Sunday inclusively.
- H.2 The Hospital will endeavour to schedule vacations on as equitable a basis as possible and having regard to the efficient operation of the Hospital following the vacation and time off request process. Where a dispute arises, as between nurses on the same nursing unit requesting the same vacation times and such request cannot be accommodated by the Hospital, then seniority shall apply. If a nurse does not follow the vacation and time off request process he/she cannot exercise seniority rights.
- H.3 Vacation quotas shall not be unduly restrictive and based on operational feasibility and subject to exigencies of patient care.

Vacation and Time off Request Process:

- a) For the purpose of administration, related to requests for time off, the calendar year is segregated into three (3) periods, specifically:
- June 1 to September 30
 - October 1 to January 31
 - February 1 to May 31
- b) A calendar week for the purposes of requesting time off is defined as Monday to Sunday.
- c) Vacation and statutory holidays will be granted according to seniority, the Central and Local Collective Agreements, and based on operational feasibility of the unit.
- d) Any individual exceptions to the process will be considered on a case by case basis where there are extenuating circumstances and will be agreed to by both parties.
- e) The date for determining full-time vacation entitlement shall be the nurse's vacation service date. Part-time vacation entitlement shall be determined by seniority hours.
- f) Any written requests submitted outside the deadlines outlined in this agreement will be considered based on operational needs and will be approved or denied within two (2) weeks of the request.

- g) Requests for time off based on calendar week(s) will receive priority over lesser periods excluding periods covered by Christmas and New Year guidelines.

Process and procedure

- a) February 1 to May 31 (Winter – Spring)
- i. A time off planner will be made available by October 15 and completed by the nurses who are requesting time off.
 - ii. Requests for time off during this period must be submitted to the Director/Manager or designate by November 15.
 - iii. A needs planner will be posted on each unit for two weeks for regular part-time on the unit to make themselves available for shifts.
 - iv. The Hospital will identify the time off requested as approved or denied by December 15.
- b) June 1 to September 30 (Summer)
- i. A time off planner will be made available by February 15 and completed by the nurses who are requesting time off.
 - ii. Requests for time off during this period must be submitted to the Director/Manager or designate by March 15.
 - iii. A needs planner will be posted on each unit for two weeks for regular part-time on the unit to make themselves available for shifts.
 - iv. The Hospital will identify the time off requested as approves or denied by April 15.
 - v. The following quota guidelines will be in effect for the summer period.
 - A During prime vacation time of July and August total leave hours (vacation and statutory holiday) which full-time staff can take will be as follows:
 - 2 calendar weeks for employees accruing 3-4 week vacation per year
 - 3 calendar weeks for employees accruing 5-6 & 7 week vacation per year.
 - B During prime vacation time of July and August regular part-time employees will have their vacation requests approved according to their accrued week vacation as follows:
 - 2 calendar weeks for employees accruing 3-4 week vacation per year
 - 3 calendar weeks for employees accruing 5-6 & 7 week vacation per year
 - vi. The granting of additional vacation (which includes a single vacation day or less than a complete calendar week) or time off over and above the predetermined quota will be considered by seniority only after all nurses have been given the opportunity to request summer vacation.
- c) October 1 to January 31 (Christmas – New Year)
- i. A time off planner will be made available by June 15 and completed by the nurses who are requesting time off.
 - ii. Requests for time off during this period must be submitted to the Director/Manager or designate by July 15.
 - iii. A needs planner will be posted on each unit for two weeks for regular part-time on the unit to make themselves available for shifts.

- iv. The Hospital will identify the time off requested as approved or denied by August 15.
- v. The following guidelines will be in effect for the Christmas/New Year's period.
 - A The regular rotation will not apply during the Christmas scheduling period encompassing 2 pay periods. Pay periods to be decided annually by management and ONA during HAC.
 - B Permanent staff from areas which close over Christmas & New Year's, may displace to vacant shifts in areas of their choice by seniority following (c) below.
 - C Regular full-time and regular part-time RNs will be scheduled to work either the Christmas or New Year's period to meet staffing requirements. Once staffing requirements are met additional RNs, by seniority on the unit may be granted both Christmas and New Year's off.
 - D Up to five consecutive days off for Christmas or New Year's will be scheduled at the employee's request (as per Article E9 and E19)
 - E During the period of December 23 to January 3, casual RNs will be required to declare availability for a minimum of five (5) shifts.

H.4 Vacation requests, which have been submitted by the nurse and then approved by the Hospital, may be cancelled with a minimum of 48 hours' notice to the Employer.

ARTICLE I - PRE-PAID LEAVE

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

ARTICLE J - GENERAL

J.1 Seniority lists shall be accessible to nurses in Human Resources by January 31 and June 30 of each year.

J.2 During short term illnesses except for the first day of an illness, when one (1) hour notice is required, nurses must notify the Staffing Office on a daily basis at least four (4) hours in advance of the commencement of their shift of whether or not they can report for duty so that the Staffing Office can arrange for a replacement if required.

J.3 Where any provision of this agreement or any practice there under is at any time contrary to law, this agreement is not to be deemed to be abrogated but is to be deemed to be amended so as to make the provisions of this agreement conform to the law.

J.4 All correspondence arising out of or incidental to this Collective Agreement shall pass between the Director of Human Resources or designate of the Hospital and the Bargaining Unit President unless as otherwise herein specified.

J.5 Collaborative Relationship

The parties agree that a collaborative relationship is a mutual benefit. The employer will endeavour to engage with the local union executive to participate in committees, standing and ad hoc.

Direct and timely input from a member of the Local Union executive could be beneficial and assist with the work of a committee, task force, focus group and other forums which are utilized by the ROMHC. Particularly, in such instances, where the result would impact nursing practices, working conditions or patient care.

J.6 The Hospital shall provide bulletin board space for the purpose of posting Association notices. The Hospital reserves the right to remove any offensive notices.

J.7 Wherever the word "Supervisor" is used in this agreement, it shall be considered as meaning the first supervisory level excluded from the Bargaining Unit on duty at the time.

J.8 Any omission of two hundred (\$200.00) dollars or more from a nurse's paycheque due to an error on the part of the Hospital shall be paid to the nurse within five (5) working days from the time she brings this matter to the attention of the Management.

J.9 The Employer will provide a dedicated confidential mail box for the exclusive use of Bargaining Unit President, where staff members and management may leave messages for ONA.

J.10 Notification to Unsuccessful Job Applicants

The parties agree that any unsuccessful candidate, having been interviewed, for an ONA job posting will be notified in writing, within one week of the decision being made and prior to the posting of the name of the successful candidate. The parties further agree that the above notification will be copied to the ONA Bargaining Unit President.

J.11 Voluntary Part-Time Benefits – Process for Payment

The employer agrees to provide regular part-time nurses with the options 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 participate will assume the full amount of the monthly premiums.

Any regular part-time nurse who wishes to participate will provide payment of the benefits either through post-dated cheques provided on a yearly basis or through a pre-authorized withdrawal process.

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

The employer will notify the union of the benefit costs to part-time nurses in advance.

J.12 Retiree Benefits – Process for Payment

Any bargaining unit nurse who retires and wishes to participate in the benefit plans as outlined in Article 17.01 (h) will provide advance payment of the premiums either through post-dated cheques provided on a yearly basis or through a preauthorized withdrawal process.

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

The Employer will notify the Union of the benefit costs to retired nurses in January of each year, and each time the benefit costs are re-negotiated by the Employer.

J.13 The Bargaining Unit President or designate, upon request, be provided information on which staff are working and the location of their work.

ARTICLE K - WORKPLACE SAFETY AND INSURANCE AND REINSTATEMENT

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

K.2 Return to Work Program

(a) In order to facilitate a safe return to work, in compliance with the Workplace Safety and Insurance Act, the Ontario Human Rights Code, the Collective Agreement and other applicable legislation, the parties will endeavour to provide fair and consistent practices to accommodate employees who are ill, injured or permanently disabled.

(b) Where the Hospital and the Association agree, the Hospital may implement modified work programs in order to assist employees returning to work following illness or injury. To facilitate the modified work program, it is understood and agreed that provisions of the Collective Agreement may, where agreed, be varied. The specific terms of the program will be signed by the Hospital, the Association and the Employee.

(c) The parties agree to bring for review at the Hospital-Association Committee, on a quarterly basis, statistics on temporary and permanent accommodations.

(d) The Hospital and the Association recognize their joint duty to accommodate disabled employees in accordance with the provisions of the Ontario Human Right Code.

(e) The Hospital will undertake to hold joint Hospital/Association accommodation meetings with the Bargaining Unit President or designate.

K.3 The Hospital agrees to provide the Bargaining Unit President and the employee with a copy of the Workplace Safety and Insurance Board Form 7 at the same time as it is sent to the Board.

ARTICLE L - CAR ALLOWANCE

- L.1 Nurses required to use their own cars when working in the community will receive an allowance as per Hospital policy for reimbursement at current rates.
- L.2 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 - NEEDLESTICK / SHARPS SAFETY

- M.1 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.

ARTICLE N - VIOLENCE IN THE WORKPLACE

- N.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.

DATED AT Ottawa, ONTARIO, THIS 2nd DAY OF December, 2020.

FOR THE EMPLOYER:
"Ashley Sleeth"

"Alicia Bouchard"

Carol Anne Cummings"

FOR THE UNION:
"Cari Bailey"

"Kimberly Chisolm"

LETTER OF UNDERSTANDING

Between

**ROYAL OTTAWA HEALTH CARE GROUP
ROMHC**

And

ONTARIO NURSES' ASSOCIATION

Re: Conditional Offers – French Language Services

Further to the French Language Services Policy, all parties agree that in the event that no qualified candidates with the required language profile, as established on the job posting, are available to provide services in both official languages, the ROHCG may offer a conditional offer to candidates with an intermediate level (B+) willing to follow language training in order to obtain the required level within a period of two years. The parties agree to the following conditions:

1. The Employee will be tested prior to being considered for a mandatory bilingual position.
2. The Employee must test at an intermediate level (minimum of B+) to receive a conditional offer for a mandatory bilingual position.
3. The Employee must obtain the minimum level of the established language profile i.e. Level A- language proficiency within two years from the date of the appointment to the position.
4. The Employee must enrol in the first available ROHCG approved French language training program and update the Human Resources Officer/Language Services on his/her training status every six months. Two semesters a year is the minimum requirement.
5. The ROHCG will support the Employee in training efforts subject to the availability of funds. Where funds are available, the Employee will be eligible to receive partial or full reimbursement of the tuition fees, upon successful completion and 80% attendance.
6. After the first 6 months if the course is offered and if the Employee has not enrolled in a language training program, the Employee has not met the training requirements in (4.) above, and the conditional offer will be made redundant. The Employee will be transferred to a casual position with the Employee's full-time or part-time status being terminated. Accumulated seniority and service will be retained and converted accordingly.
7.
 - (a) If the Employee meets the language training requirements in (4.) above, but does not attain the language profile required (Level A-), the Employee will be transferred to the first unilingual position that becomes available, for which the Employee is qualified.
 - (b) If the Employee's proficiency has steadily increased and the Employee is moving towards meeting the language profile required (Level A-), the Employer may extend the conditional offer for additional periods.

DATED AT Ottawa, ONTARIO, THIS 2 DAY OF December, 2020.

FOR THE EMPLOYER:

"Ashley Sleeth"

"Alicia Bouchard"

"Carol Anne Cummings"

FOR THE UNION:

"Cari Bailey"

"Kimberly Chisolm"

LETTER OF UNDERSTANDING

Between

**THE ROYAL OTTAWA HEALTH CARE GROUP
ROMHC**

And

THE ONTARIO NURSES' ASSOCIATION

Re: Paid Leave For Bargaining Unit President

The parties are agreed on a without prejudice and without precedent to the following:

1. The ROHCG – Royal Ottawa Mental Health Centre will provide four (4) paid days per week, forty-eight (48) paid days annually of dedicated time off to the Bargaining Unit President to attend meetings with the ROHCG.
2. The Supervisor will determine whether replacement on the Unit for the day is required.
3. The ROHCG will endeavour to schedule meetings with the ONA Bargaining Unit President to coincide with these dedicated days of paid time.
4. Should any day not be required for meetings with the ROHCG, the paid leave will be cancelled for that day, with 48 hours' notice, and the Bargaining Unit President and immediate Supervisor will be advised.

It is the understanding of the parties that these days will include attendance by the President at meetings scheduled by the Hospital. (i.e.Hospital/Union Committee, grievance hearings, fact finding)

DATED AT ___ Ottawa_____, ONTARIO, THIS 2 DAY OF December_____, 2020.

FOR THE EMPLOYER:

"Ashley Sleeth"

"Alicia Bouchard"

"Carol Anne Cummings"

FOR THE UNION:

"Cari Bailey"

"Kimberly Chisolm"

LETTER OF UNDERSTANDING

Between

ROYAL OTTAWA HEALTH CARE GROUP
ROMHC

And

ONTARIO NURSES' ASSOCIATION

Re: Weekend Worker

A. Weekend Worker

Introduction

1. When 75% of the employees on a Unit indicate, by secret ballot, their willingness to participate in a master schedule that accommodates the Unit Weekend Worker, the Association and the Employer will meet forthwith to arrange for such a trial.

The secret ballot will be conducted solely by the Association and the Association will post the results.

2. The positions required to accommodate the Unit Weekend Schedule will be posted on the Unit and filled by seniority from amongst the full time nurses on the unit. If the position is from a vacancy it will be filled in accordance with article 10.06 (a). The filling of such positions will not result in the lay-off or loss of hours of work of any full time or regular part time nurse.
3. A trial of the Unit Weekend Schedule will run for a 8 month period agreed upon by the parties. After 6 months of the trial period, a meeting will be held with the unit, Hospital and the Association to evaluate the trial period and to make recommendations to improve the schedules if needed. A further vote will then be conducted on the unit. Where the nurses in the position agree and at least 75% of the nurses on the unit indicate their willingness to continue with the new master, the arrangement will continue.
4. Prior to the end of the 8 month trial period the Hospital and the Union will meet to discuss whether such arrangement will continue or be discontinued.

If the parties decide to continue weekend worker scheduling, a permanent agreement will be negotiated.

Discontinuation

1. Should the parties decide to discontinue weekend worker scheduling the terms of discontinuance will be negotiated.

2. (a) Should the nurses in these positions wish to discontinue the weekend work schedules they have to provide the Union and Employer with written notice of their request. Then #1 shall apply. Should the Employer decide to continue weekend work, such position will be posted in accordance with number 2 above. If there is no applicant the unit weekend work schedule will be discontinued.
- (b) Should the Unit Weekend Schedule be discontinued, the nurse in these positions will revert back to their previous positions and the previous master rotation will be put in place.
3. Either party may discontinue the Unit Weekend Schedules with 90 days notice. Upon receipt of such notice, a meeting will be held between the parties to discuss the discontinuation. It is understood that such discontinuation shall not be unreasonable or arbitrary.

B. Weekend Schedule (Article 13.04)

The parties agree to establish a Weekend Schedule on a trial basis for an 8 month period from the filling of the posted positions.

1. The hospital decided to post additional weekend worker positions it will be in compliance with Article 10.06 (a) and (b) of the Collective Agreement, requested by nurses it shall be as per A.2 of this agreement.
2. The new positions maybe additional to the current Full-time and Part-time positions on the unit.
3. The nurses will be scheduled for two 11.25h and one 7.5h shift each week. They will rotate between Days and Nights. The 7.5h shift will normally be scheduled on the Friday or Monday.
4. For the purposes of covering the weekend worker's vacation or incidental absences shifts less than 7.5 hours may need to be scheduled to the regular part-time nurses on the unit.
5. For the purposes of vacation scheduling the nurses will not be included in the unit vacation roster.
6. If the weekend worker transfers to a regular full time position any vacation/holiday bank shall remain intact to be used for scheduled vacation or lieu time. If a weekend worker transfers to a part time position or terminates employment all vacation/holiday credits will be paid out.
7. It is expected that from time to time the weekend worker may need to be scheduled on weekdays to attend necessary in-service programs.

DATED AT Ottawa, ONTARIO, THIS 2 DAY OF December, 2020.

FOR THE EMPLOYER:
"Ashley Sleeth"

FOR THE UNION:
"Cari Bailey"

"Alicia Bouchard"

"Carol Anne Cummings"

"Kimberly Chisolm"

LETTER OF UNDERSTANDING

Between

**ROYAL OTTAWA HEALTH CARE GROUP
ROMHC**

And

ONTARIO NURSES' ASSOCIATION

Re: Parking Cost Exemption

The Employer agrees to provide parking cost exemption for a nurse who is not paying for parking on payroll deductions, when that nurse, attends the ROMHC site workplace for meetings related to Joint Occupational Health & Safety Committee responsibilities or union/management.

The terms of this agreement will end on the date Carillion Services implements a new parking system. At which time, the parties agree to meet and discuss the impact.

DATED AT Ottawa, ONTARIO, THIS 2 DAY OF December, 2020.

FOR THE EMPLOYER:

"Ashley Sleeth"

"Alicia Bouchard"

"Carol Anne Cummings"

FOR THE UNION:

"Cari Bailey"

"Kimberly Chisolm"

LETTER OF UNDERSTANDING

Between

**THE ROYAL OTTAWA HEALTH CARE GROUP
ROMHC**

And

THE ONTARIO NURSES' ASSOCIATION

Re: A second Charge Assignment on Schizophrenia and Geriatric Inpatient Units

The Parties have agreed to the following process changes to the allocation of charge RNs on the Schizophrenia and Geriatrics inpatient units for the life of the current collective agreement.

- The employer will assign a Charge Nurse on evenings, nights, holidays and weekends on the north and south sides of the Geriatric and Schizophrenia units given that these units are separated by a closed and/or locked door.
- The employer will also assign a Charge Nurse on these units if the Unit Manager is absent from the program area for a minimum of four (4) consecutive hours.

Terms and conditions:

1. This Letter of Understanding will be in effect for the duration of the current collective agreement.
2. The parties will review and assess the Charge assignments on an as needed basis with updates through the Hospital Association Committee. The parties will assess and evaluate if the assignment of the second charge nurses addresses the safety and wellbeing of patients and employees. The parties will also assess whether the additional assignment enables the charge nurse to work within the standards of practice of the College of Nurses and the Occupational Health and Safety Act.
3. Discontinuation of the project can be raised by either party for discussion; however, will not occur without agreement of the parties.

DATED AT Ottawa, ONTARIO, THIS 2 DAY OF December, 2020.

FOR THE EMPLOYER:

"Ashley Sleeth"

"Alicia Bouchard"

"Carol Anne Cummings"

FOR THE UNION:

"Cari Bailey"

"Kimberly Chisolm"

LETTER OF UNDERSTANDING

Between

**THE ROYAL OTTAWA HEALTH CARE GROUP
ROMHC**

And

THE ONTARIO NURSES' ASSOCIATION

Re: Assignment of Overtime

The parties recognize patient care and safety as a priority and so agree to the following terms and conditions regarding assignment of overtime on a trial basis:

1. All registered Nurses will provide availability for overtime a minimum 2 weeks in advance of the posted schedule.
2. Nurses may request in writing to the Scheduling Office not be called for Overtime.
3. Overtime hours will be offered to staff in the following order:
 - a. Part-time with availability on the unit
 - b. Full-time with availability on the unit including Resource Team on the Unit
 - c. Casual/Part-time with availability Hospital wide
 - d. Full-time with availability Hospital wide including Resource Team
4. If no Registered Nurses are found in paragraph 3 the hospital will call Registered Nurses in immediate succession until the shift is accepted in the following order:
 - a. Part-time without availability on the unit
 - b. Full-time without availability on the unit including Resource Team on the Unit
 - c. Casual/Part-time without availability Hospital wide
 - d. Full-time without availability Hospital wide including Resource Team
5. The Parties agree to review this process in early October or as agreed to by the parties.
6. Either party can provide 30 days' notice to the other party to schedule a meeting to discuss the terms of this Letter of Understanding.
7. The parties agree that this process will begin effective May 27th, 2018.

DATED AT Ottawa, ONTARIO, THIS 2 DAY OF December, 2020.

FOR THE EMPLOYER:

"Ashley Sleeth"

"Alicia Bouchard"

"Carol Anne Cummings"

FOR THE UNION:

"Cari Bailey"

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