

COLLECTIVE AGREEMENT

BETWEEN

THE OTTAWA HOSPITAL

AND

ONTARIO NURSES' ASSOCIATION

Expiry: March 31, 2020

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APPENDIX 3

COMPENSATION & CLASSIFICATION ONA WAGE SCHEDULE
EFFECTIVE APRIL 1, 2018 – MARCH 31, 2020



Pay Scale	Position	% Inc.	Effective Date	Step 1 / Start	Step 2 / 1 Year	Step 3 / 2 Years	Step 4 / 3 Years	Step 5 / 4 Years	Step 6 / 5 Years	Step 7 / 6 Years	Step 8 / 7 Years	Step 9 / 8 Years	Step 10 / 25 Years
301 CENTRAL	Registered Nurse	1.40%	01-Apr-18	\$ 32.66	\$ 32.81	\$33.36	\$ 35.00	\$ 36.66	\$ 38.72	\$ 40.80	\$ 42.89	\$ 45.94	\$ 46.76
		1.75%	01-Apr-19	\$ 33.23	\$ 33.39	\$ 33.94	\$ 35.62	\$ 37.30	\$ 39.40	\$ 41.52	\$ 43.64	\$ 46.75	\$ 47.57
302	Graduate Nurse	1.40%	01-Apr-18	\$ 31.72	\$ 31.82								
		1.75%	01-Apr-19	\$ 32.27	\$ 32.38								
307	Nurse Specialist Clinical Educator	1.40%	01-Apr-18	\$ 36.49	\$ 37.03	\$ 37.95	\$ 40.06	\$ 42.11	\$ 44.61	\$ 47.02	\$ 49.36	\$ 52.89	\$ 53.79
		1.75%	01-Apr-19	\$ 37.13	\$ 37.68	\$ 38.62	\$ 40.76	\$ 42.85	\$ 45.39	\$ 47.84	\$ 50.23	\$ 53.82	\$ 54.73
312	Care Facilitator	1.40%	01-Apr-18	\$ 33.82	\$ 34.00	\$ 34.61	\$ 36.40	\$ 38.22	\$ 40.43	\$ 42.58	\$ 44.74	\$ 47.93	\$ 48.78
		1.75%	01-Apr-19	\$ 34.41	\$ 34.59	\$ 35.21	\$ 37.04	\$ 38.89	\$ 41.14	\$ 43.32	\$ 45.52	\$ 48.77	\$ 49.64
314	Clinical Leader	1.40%	01-Apr-18	\$ 34.46	\$ 34.67	\$ 35.30	\$ 37.12	\$ 38.99	\$ 41.24	\$ 43.41	\$ 45.64	\$ 48.92	\$ 49.77
		1.75%	01-Apr-19	\$ 35.06	\$ 35.28	\$ 35.92	\$ 37.77	\$ 39.67	\$ 41.96	\$ 44.17	\$ 46.44	\$ 49.77	\$ 50.64
315	Nurse Practitioner	1.40%	01-Apr-18	\$ 49.15	\$ 49.39	\$ 49.68	\$ 50.56	\$ 51.44	\$ 52.54	\$ 53.65	\$ 54.76	\$ 56.39	\$ 56.80
		1.75%	01-Apr-19	\$ 50.10	\$ 50.26	\$ 50.55	\$ 51.44	\$ 52.34	\$ 53.45	\$ 54.59	\$ 55.71	\$ 57.38	\$ 57.80

ARTICLE A – DEFINITIONS

- A.1 “Rotation Schedule” is a written statement setting forth the days and hours upon which the nurses are normally required to work and the days upon which nurses are normally scheduled to be off work.
- A.2 The Employer will provide the Association with the current Clinical Services Portfolio and as the Current Structure changes will notify the Association of those changes.
- A.3 Wherever the word Coordinator or Clinical Manager is used in this Agreement, it shall be considered as meaning the first supervisory level excluded from the Bargaining Unit.

ARTICLE B – RECOGNITION AND SCOPE

- B.1 The Labour Relations Board ordered the following:

All Registered Nurses, Graduate Nurses, Care Facilitators, Enterostomal Therapists, Nutritional Support Nurses, Gerontology Nurse Specialists, Diabetic Nurse Specialists, Educators, Clinicians, Clinical Leaders and Resource Nurses of the Ottawa Hospital/L’Hôpital d’Ottawa engaged in a nursing capacity, save and except Occupational Health and Safety Nurses, Coordinators and persons above the rank of Coordinator.

Note: The parties agree that the Graduate Nurse classification shall also include Registered Nurses with temporary licenses.

ARTICLE C – MANAGEMENT RIGHTS

- C.1 The Association recognizes that the management of the Hospital and the direction of the working force are fixed exclusively in the Employer and shall remain solely with the Employer except as specifically limited by a provision of this Agreement. Without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Employer to:
 - (a) maintain order, discipline and efficiency;
 - (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline nurses, provided, subject to Article 7.06, that a claim by a nurse that she has been discharged or disciplined without just cause may become the subject of a grievance and may be dealt with as hereinafter provided.
 - (c) determine, in the interest of efficient operation and highest standard of service, job rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment for any service;
 - (d) determine the number of personnel required, the services to be performed and the methods, procedures and equipment to be used in

connection therewith; subject to the availability of staff the Employer agrees to endeavour to keep all wards of the Hospital adequately staffed.

- (e) make and enforce and alter from time to time rules and regulations to be observed by the nurses, provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement. The Employer will advise the Association of any changes in rules and regulations in advance.

C.2 It is agreed that these rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE D – SCHEDULING REGULATIONS

- D.1 All rotation schedules shall be prepared and posted so that full-time and part-time nurses will be aware of their rotation schedules at least four (4) weeks in advance of such rotation schedules coming into effect. Such rotation schedules shall cover a period of no less than six (6) weeks except for the scheduling of Christmas and New Year's.
- D.2 The Hospital will continue scheduling every second weekend off. It is understood that the Hospital may have to schedule two weekends out of four. In the event that the Hospital has to modify weekend work it shall bring it to the Committee established to review scheduling. Where a nurse is required to work an additional weekend, which results in the nurse not being scheduled off every second weekend, or two weekends in four, he/she will receive premium pay as provided in article 14 for all hours worked on such additional weekend, save and except where:
 - (a) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - (b) such nurse has requested weekend work in writing to the Clinical Manager; or
 - (c) such weekend is worked as the result of an exchange of shifts with another nurse.
- D.3 At least twelve (12) hours will be scheduled off between a change in tour and at least forty-eight (48) hours will be scheduled following a period of night duty, and failing this, full-time and part-time employees shall be remunerated at the rate of time and one-half for the number of hours the interval is short of twelve (12) hours between a change of tour or forty-eight (48) hours following a period of night duty. This shall apply only to pre-scheduled shifts as per the posted rotation. For clarity, this shall not apply where an employee is offered and voluntarily accepts either an additional shift or additional hours in conjunction with the pre-scheduled shift.
- D.4 (a) The weekends off for nurses working on permanent nights shall be Friday and Saturday.

(b) For all other schedules: A weekend shall be defined as the period from the completion of the evening shift on Friday to the commencement of the day shift on Monday.

D.5 Nurses shall only rotate tours between day/evening or day/night. The Employer will provide 50% of the hours scheduled during the day tour hours, and shall apply to these areas of schedules: self-scheduling, 2D2N, extended tours, 10 hours.

D.6 No split tours will be scheduled.

D.7 When a nurse is scheduled to work on a weekend in conjunction with a paid holiday which occurs on a Monday or a Friday, the Hospital will endeavour to schedule the nurse to work the paid holidays preceding or following that weekend, when the paid holiday has not been pre-assigned through a rotating master schedule.

D.8 The Hospital will provide a nurse who transfers from one unit to another, at least two (2) consecutive days off before beginning work on the new unit.

D.9 (a) For purposes of defining shift premium payment in accordance with article 14.10 of the Central Collective Agreement the following shall be:

day shift	0700 hours and 1500 hours
evening shift	1500 hours and 2300 hours
night shift	2300 hours and 0700 hours

(b) The Hospital will advise the Union as per article 18 of the expected introduction of alternate start and end times. The Union and the Hospital must agree on all scheduling aspects on the introduction of such tours/times. Where the Association challenges the employer's action and the matter is not resolved a grievance may be filed at Step No. 2 of the Grievance Procedure within seven (7) calendar days following any meeting.

D.10 A nurse may request specific shifts (evening or nights) on a permanent or temporary basis, in writing to the Employer with a copy to the Association. A nurse will be granted such request up to 100% when possible without causing disruption to the unit staff schedule or patient care requirements. It is understood that if such request is granted by the Hospital upon giving the nurse sixty (60) calendar days written notice, the Hospital may discontinue such arrangements either temporarily or permanently.

D.11 (a) A request for exchange of shifts in posted time schedule must be submitted in writing to the Clinical Manager or delegate and co-signed by the nurses willing to exchange. All exchanges must be approved by the Clinical Manager or designate. Subject to operational requirements, such exchanges will not be unreasonably denied if the skill sets are relatively equal.

- (b) The exchange is between two (2) nurses regularly scheduled to work on the unit. It is understood that a nurse may request to change a 12 hour tour with a nurse working an 8 hour tour or vice versa. Where as a result of such exchange(s), a full-time nurse works regularly less than seventy- five (75) hours per pay period, the Hospital reserves the right to refuse such nurse's request to exchange shifts of work.
- (c) No overtime is payable as a consequence of such an exchange.
- (b) A request for days off in the posted time schedule must be submitted in writing, by the nurse, to the Clinical Manager or delegate five (5) days in advance. A response will be provided within seventy-two (72) hours of the receipt of the request.

D.12 For Full-time Only

The schedule in effect for all nurses working 7.5 hour tours shall have the following conditions:

- (a) Following a period of seven (7) days of work schedule, there will be a minimum of two (2) days off at a time.
- (b) Where there are fewer than seven (7) consecutive days of work scheduled, the days off may be split (less than two (2) consecutive days off).
 - i) The schedule shall provide seventy-five (75) hours of work for a two (2) week pay period.

D.13 Nurses working a 7.5 shift shall not be required to change tours of duty more than once every seven (7) days unless mutually agreed upon by both the nurse and the Clinical Manager.

D.14 Tours of Less than 7.5 Hours

- (a) The Hospital may schedule tours of less than 7.5 hours where deemed necessary to maintain appropriate levels of service.
- (b) Where a nurse is scheduled to work less than the normal tour (7.5 hours), Article D in its entirety applies except as amended by the following:
 - i) the Hospital will endeavour to keep the number of tours comprised of less than 7.5 hours to a minimum;
 - ii) no nurse will be scheduled solely on tours which are comprised of less than 7.5 hours in any pay period, except where such arrangements are requested by the nurse or represent the hours of work for a position which has been posted;
 - iii) within four (4) hours, a nurse will be entitled to a paid relief period of fifteen (15) minutes.

- (c) The Employer will pre-schedule the same nurse for full tours. In the event the nurse cannot work the entire pre-scheduled tour, the Hospital reserves the right to split the tour to ensure proper coverage.

ARTICLE E- FLEXIBLE HOURS

- E.1 A flexible arrangement for the hours of work will apply by mutual consent between the Hospital and the Union so that the regular hours for the nurses working flexible hours will not exceed seventy-five (75) hours per pay period. This article does not apply if the staff are on a pre-determined rotation scheduled as per Article D.

ARTICLE F – INTRODUCTION AND DISCONTINUATION OF EXTENDED TOURS AND INNOVATIVE UNIT SCHEDULING ARRANGEMENT & VOTING PROCEDURE

- F.1 The parties agree to adhere to the following regarding the implementation and discontinuation of extended tours (e.g., 11.25 or 10-hour tour schedules) or innovative unit scheduling initiatives (e.g., 2D/2N rotations):

- (a) Implementation

Scheduling initiatives will be implemented on a trial basis when:

- i) The Hospital and the Union have mutually agreed to the schedule; and,
- ii) Seventy percent (70%) or more of the affected full-time and regular part-time employees in the Unit vote in favour of the scheduling initiative.

- (b) Trial Period

There shall be a trial period of six (6) months or such other period as agreed to by the parties. The scheduling initiative will be jointly evaluated at the end of the trial period. It is understood that the scheduling initiative may be terminated during the trial period if deemed unsatisfactory to either party.

- (c) Continuation

Following the trial period in (b) above the scheduling initiative will be continued provided seventy percent (70%) or more of the affected full-time and regular part-time employees in the unit indicate so by a secret ballot vote. This vote will be conducted at least one (1) week prior to the end of the trial period.

- (d) Discontinuation

The scheduling initiative may be discontinued:

- i) By the Union when seventy percent (70%) or more of the affected full-time and regular part-time employees in the Unit so indicate by secret ballot vote; or,
- ii) By the Hospital for reasons which are neither unreasonable nor arbitrary.

Should the Hospital or the Union wish to discontinue the scheduling initiative they will provide ninety (90) days written notice to the other party or as otherwise agreed by the parties. The parties will meet within two weeks of being given notice to review the request for discontinuation.

Where it is determined that the scheduling initiative will be discontinued, affected employees shall be given at least six (6) weeks' advance notice.

(e) Voting Procedure

- i) Individual full-time and/or regular part-time nurses whose schedule will be affected by the proposed schedule on that unit are eligible to vote.
- ii) The printed list of all nurses eligible to vote will be drawn up.
- iii) A member of the Association executive will attend meetings to discuss the innovative or flexible scheduling.
- iv) The parties will have the opportunity to view the proposed schedules before voting.
- v) The secret ballot vote will be supervised by the Clinical Manager/delegate and a member of the local Association executive on a voting day selected by the Clinical Manager/delegate and the Association representative. An advance polling day may be agreed upon if necessary. Arrangements may be made for electronic voting where both parties agree to do so.
- vi) The voting times will be designated to permit as many staff as possible to vote. The times will be agreed to between the Hospital and the Association. Telephone voting will be permitted for nurses who are off duty. The Local and the Hospital will determine the process.
- vii) The nurse will initial her name on the voters list prior to casting her ballot which will be initialled by both the Clinical Manager/delegate and the Association representative.
- viii) The ballot box will be sealed between the time of the advance voting date to the completion of the actual voting day.

- ix) The ballots will be counted by the Clinical Manager/delegate and the Association representative on the day of the vote who will then post the results.
- x) After a successful vote all ONA members on the unit who do not wish to work the proposed schedule must indicate this in writing to the Clinical Manager/delegate who will attempt to accommodate them, in accordance with article 13.03.
- xi) If the vote is not successful, the Union may still approach the Employer and request that they institute a combination of 2D/2N, extended tours and normal daily tours of 7.5 hours.
- xii) If the vote is unsuccessful, then the unit will maintain the schedule in effect prior to the vote. The unit will not be allowed to introduce and vote on any other schedule for at least six months after the last vote.
- xiii) Where the vote results are not disputed, ballots are to be destroyed.

ARTICLE G – EXTENDED TOURS

G.1 Extended Tours

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

G.2 If there are already staff on permanent eight (8) hour shifts and they wish to retain the eight (8) hour shift they will be assigned on the basis of seniority provided the rotation permits it.

G.3 Scheduling Regulations

The following regulation shall govern the scheduling of work for nurses working extended tours:

- (a) Employees will not be required to work more than four (4) consecutive shifts.
- (b) All other scheduling regulations which apply to nurses working the regular daily tour as provided in Article D.11 (exchange of tours), D.6 (split tours); Article L.
- (c) In the case of extended tours of twelve (12) hours duration and in keeping with Article 13 of the Central Collective Agreement, the parties agree that the paid hours of work shall be 11.25 hours.
- (d) Overtime on extended tours of 12 hours' duration will be paid for time worked above and beyond 11.25 hours, as per Article 13 and any applicable superior benefits.

- (e) Nurses who work extended tours shall be scheduled off every second weekend. In the event of failure to give every second weekend or 2 in 4 off, overtime premium shall be paid as specified in Superior Conditions, except:
 - 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 in writing to the Clinical Manager; or
 - iii) such weekend is worked as the result of an exchange of shifts with another nurse.
- (f) Normally at least two (2) consecutive days off shall be scheduled off between extended tours.
- (g) On the extended hours, there will be relief periods for a total of 1.5 hours (consisting of forty-five (45) minutes paid and forty-five (45) minutes unpaid). The meal and relief periods shall be scheduled so that a paid fifteen (15) minute relief break may be scheduled in conjunction with an unpaid meal break.
- (h) There shall be at least a period of two (2) consecutive tours off between a change of tour and at least forty-eight (48) hours off duty following tours of night duty.

G.4 Ten (10) Hour Tours

The terms and conditions of extended tours (article G.3) apply save and except:

- (a) For nurses working ten (10) hour tours, the parties agree that the paid hours of work shall be 9.375.
- (b) On these ten (10) hour extended tours, there will be relief periods for a total of 75 minutes (consisting of thirty-seven and one-half (37 1/2) minutes paid and thirty-seven and one-half (37 1/2) minutes unpaid).
- (c) Overtime on extended tours of 10 hours duration will be paid for overtime worked above and beyond 9.375 hours, as per Article 14 and any applicable superior benefit.
- (d) Employees will not be required to work more than four (4) consecutive pre-scheduled shifts.

ARTICLE H – 2 DAY/ 2 NIGHT SCHEDULING

H.1 The following regulations shall govern the scheduling of work for nurses working a 2 D/2N schedule.

The scheduling provisions will be as follows:

- (a) Nurses will not be required to work more than four (4) days in a row. If a nurse works a fifth (5) day she/he will receive pay at time and one half for the first four hours and double time for the remaining hours.
- (b) Nurses will not be scheduled to work more than three consecutive weekends. If a nurse works a fourth weekend or a portion of a weekend will be paid as per the provisions of Article 14 and local provisions on overtime.
- (c) Nurses will be granted either Christmas or New Year's off on a rotating basis as per Article L.
- (d) Statutory Holidays will be incorporated into the rotation.
- (e) All other scheduling provisions contained in Article D & L shall be honoured:
 - i) posting of schedules
 - ii) a request for change in posted schedules
 - iii) time off at Christmas and New Years
 - iv) waiving of scheduling provisions during Christmas and New Years
 - v) definition of a weekend
 - vi) part-time availability and additional shifts
 - vii) cancelling of shifts
- (f) Where a permanent vacancy occurs in a 2D/2N schedule the position will be offered to other nurses on the unit by seniority who have identified that they wish to work 2D/2N schedule. Failing this the position will be posted as per 10.07 of the Central Agreement.

ARTICLE I – SELF SCHEDULING

- I.1 (a) Full-time and Part-time nurses may make a written request to the Clinical Manager/delegate with a copy to the Local Coordinator/ Bargaining Unit President to enter into self-scheduling. The introduction of self- scheduling will be subject to the voting procedure set out in Article F.
- (b) A member of the Local executive will attend meetings with staff nurses to discuss self-scheduling.
- (c) The collective agreement shall apply in all respects. Violations of the collective agreement will not be permitted. It is understood that no posted rotation will be approved that contravenes the scheduling objectives set out in the collective agreement.
- (d) The following procedure must be adhered to:
 - i) The Clinical Manager and the affected nurses will develop the unit's self-scheduling guidelines. A copy will be provided to the Local Coordinator/Bargaining Unit President.
 - ii) Where nurses were assigned to permanent shifts prior to the introduction of self-scheduling guidelines, such assignment may be

preserved with the mutual agreement of the Clinical Manager and the nurses regularly assigned to the unit. Such agreement, if any, will be included in the self-scheduling guidelines.

- iii) Employees participating in self-scheduling will be responsible for scheduling their hours of work, holidays, lieu days, etc. in accordance with the unit's self-scheduling guidelines and the collective agreement.
- iv) The Clinical Manager will review the schedules to ensure that the adequate staffing pattern will be maintained. Problems will be referred to the liaison team for resolution subject to final approval by the Clinical Manager.

ARTICLE J – VACATION SCHEDULING

IMPORTANT – COMMENCING OCTOBER 1, 2019, THE SCHEDULING LANGUAGE CONTAINED IN THIS PROVISION IS SUSPENDED WHILE THE PARTIES TRIAL NEW VACATION SCHEDULING LANGUAGE TO IMPROVE THE PROCESS FOR GRANTING VACATION. PLEASE SEE THE LETTER OF UNDERSTANDING CONCERNING: ARTICLE J – VACATION SCHEDULING TRIAL TOWARD THE BACK OF THE COLLECTIVE AGREEMENT AS OF THIS DATE FOR THE APPLICABLE PROVISIONS RELATED TO VACATION SCHEDULING.

- J.1 The vacation year will be April 1st to March 31st.
- J.2 The Clinical Manager will determine the aggregate number of vacation hours for the upcoming vacation year by January 15th and the total number of persons that may be on vacation over any given period during the vacation year. Granting of vacation will be subject to the operational requirements of the Hospital.
- J.3 Nurses will submit their vacation request in advance, and Clinical Managers will advise the nurses of the granting of such requests in accordance with the following time table:

Dec. 15 to Mar. 31	request by Oct. 1	Authorized by Nov. 1
April 1 to June 14	request by Jan. 15	Authorized by Feb. 15
June 15 to Sept. 15	request by March 1	Authorized by Apr. 15
Sept. 16 to Dec. 14	request by June 15	Authorized by Aug. 1
- J.4 The last updated unit seniority list will be utilized for approval of vacation requests during the period. Seniority shall be separate for full-time and part-time.
- J.5 A week for vacation purpose is defined as Monday to the following Sunday.
- J.6 (a) The combined total number of weeks off on vacation that a nurse can utilize during the period of June 15 to September 15 is no less than one week and no more than three weeks. Requests for single days off will be considered after vacation weeks have been assigned.

- (b) For the period of February 1 to March 31, requests for single days off will be considered after vacation weeks have been assigned.
- J.7
 - (a) In the event of reduction of service temporary closures the affected staff will be granted vacation and/or other accumulated time off with pay and may not be subject to the above.
 - (b) It is understood that during reduction of service, nurses who have not utilized their entire vacation entitlement shall be encouraged to schedule their outstanding vacation during this time.
 - (c) It is further understood that during a reduction of service and/or a temporary closure, employees who have not utilized their entire vacation carry over entitlement shall first schedule their carry over vacation entitlement.
- J.8 Full time nurses' requests to carry over vacation into the next vacation year must be submitted in writing to the Clinical Manager or designate no later than November 15. The maximum amount of vacation time that a nurse may request to carry over into the next vacation year is forty-five (45) hours.
- J.9 Where the Hospital determines that it can grant additional vacation time off in any vacation period such additional vacation shall be first offered by seniority to those nurses who were denied vacation that submitted their requests by the deadline dates in Article J.3.
- J.10 Any denied vacation planner requests will be considered first, then any vacation requests submitted after the deadline dates in Article J.3 will be granted on a first come first served basis. The Hospital shall provide a response of approved or denied at least two (2) weeks prior to the commencement date of the requested vacation.
- J.11 For the Christmas scheduling period scheduling regulations governing Christmas time off will take precedence over vacation requests. Any vacation time requested during Christmas period will be authorized only after Christmas and New Years' time off has been granted.
- J.12 A nurse's annual vacation entitlement will be taken by March 31 of each year. Nurses who have not utilized their entire vacation entitlement must schedule their outstanding vacation within the available time prior to the end of the current fiscal year, in consultation with the Clinical Manager.
- J.13 Each approved request will be honoured by the Clinical Manager and the nurse subject to 16.05 Central Collective Agreement.
- J.14 A nurse who elects to transfer to another area will not be entitled to use her seniority to displace nurses whose vacation has already been approved.

ARTICLE K – PAID HOLIDAYS

- K.1 The Employer agrees to recognize the following Paid Holidays:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day (July 1st)*	Boxing Day

* It is understood that in cases where a date other than July 1st is observed as the Canada Day holiday under the federal *Holidays Act*, the Parties have agreed to maintain July 1st as the statutory holiday, and it is on this date that the premium rate would apply.

K.2 Full-time Only

The lieu day for a paid holiday may be taken sixty (60) days prior to or ninety (90) days following the paid holiday at a mutually agreeable time.

K.3 Full-time Only

The request for the lieu day must be submitted in writing by the nurse at least two (2) weeks in advance of the posting of the schedule. However, the Hospital recognizes that situations may arise where a nurse has need to use such leave with less than two (2) weeks' notice. In these circumstances, a response to a request shall be provided within seventy-two (72) hours of the request. Subject to operational requirements, such requests will not be unreasonably denied.

K.4 Nurses hired by the former Civic Hospital and currently employed at the Civic Campus

Notwithstanding the foregoing, all Regular Part-time nurses hired by the former Civic Hospital prior to March 31st, 1991 will receive holiday pay as per the Employment Standards Act. If such nurse hired prior to March 31, 1991 transfers to Regular part-time status after March 31st, 1991, she/he shall be paid for holidays worked. Applies to Civic campus nurses only.

K.5 A casual part-time nurse who works on any of the holidays listed above shall be paid time and one-half (1 ½) for all hours worked.

ARTICLE L – CHRISTMAS AND NEW YEARS SCHEDULING

Articles L.1 to L.4 shall not apply to any area where nurses normally work Monday to Friday and are not normally scheduled to work on paid holiday.

L.1 Scheduling regulations, as defined in the Collective Agreement, may be waived by the Employer when preparing the posted schedule for the four (4) week period during Christmas and New Year's. Once the schedule has been posted, any additional weekend shifts shall be subject to premium payment in accordance with D.2 and G.3. For greater clarity, this shall not apply to any changes to the schedule as a result of shift swaps.

The time frame covered by the four (4) week period referred to above will be determined by the Hospital-Association Committee and decided by September 1 of each year. In the absence of an agreement in this regard the Hospital shall decide its course of action subject to the Association's right to grieve.

The Employer will endeavour to post the Christmas and New Year's schedule by November 1st, but no later than November 15th.

Note: The Employer will endeavour to keep the scheduling regulation disruption to a minimum.

L.2 Full-time and Part-time

- (a) The Hospital will schedule a minimum of five (5) consecutive days off at either Christmas or New Year's. It is understood that individual nurses may waive this provision in writing.

It is understood and agreed that additional lieu days may only be utilized by mutual agreement of the Hospital and the nurse in order to provide additional days off.

Before the schedule is posted, if the Employer is able to grant both Holidays off, it will be offered by seniority subject to patient care requirements.

- (b) Nurses will be granted these holiday periods on an alternating basis from year to year in their work unit, based on what was originally scheduled in the previous year. However it is recognized that the Hospital may utilize its right to adjust the staffing according to patient requirements.

L.3 Subject to patient care requirements, where the Hospital determines that additional time off can be granted on a particular shift during the Christmas and New Year's period, such additional time off shall be taken using paid leave, including vacation or other accumulated time off with pay, and shall be granted in order of seniority among the nurses who have submitted their requests in keeping with the planner deadline date. The Hospital will then consider vacation requests submitted after the deadline date and such time off will be granted on a first come first served basis.

L.4 Time off at Christmas shall include Christmas Eve, Christmas Day and Boxing Day; time off at New Year's shall include New Year's Eve and New Year's Day.

- (a) Christmas time off shall be between the start of the day shift on December 24th and the start of the day shift on December 27th. Nurses may be scheduled to work in accordance with the above.
- (b) New Years' time off shall be between the start of the day shift on December 31st and the start of the day shift of January 2nd. Nurses may be scheduled to work in accordance with the above.

L.5 Nurses working in the areas normally closed shall commence their Christmas time off no later than 5 p.m. on December 24th and New Years' time off no later than 5 p.m. on December 31st.

ARTICLE M – STANDBY

- M.1
- (a) The Hospital will notify the Local Coordinator/President or designate before initiating standby assignments on any unit. Employees scheduled for standby shall be provided with pagers, or cell phones at the hospital's discretion.
 - (b) The Hospital will distribute standby duties as equitably as possible amongst the full-time and part-time staff qualified to participate in the unit's standby duties. The standby assignment will be posted at the same time as the posted schedule.
 - (c) Nurses shall be permitted to exchange standby assignments or find suitable replacement from nurses within the same unit who are qualified to assume standby duties. These changes will be submitted to the Clinical Manager/delegate in writing and will be co-signed by involved nurses.
 - (d) When a nurse on standby assignment is required to return to the Hospital between 1900 and 0700 hours; and
 - i) works a minimum of four hours; and/or
 - ii) works to 03:30 hours or beyond; and
 - iii) is scheduled for the next day shift;the nurse will be permitted leave with pay for that part of the next day shift to allow an eight (8) hour rest period between the end of the call in assignment and the commencement of work on the regularly scheduled shift.
 - (e) When nurses are expected to respond to patient calls from home, they will receive premium pay at the rate of time and one-half for the duration of the calls managed. The nurse will maintain a log of all calls and submit this log to the Clinical Manager/delegate for payment.
 - (f) A nurse shall not be scheduled for standby duties on approved vacations, or regularly scheduled weekend off.
 - (g) Notwithstanding (f) above in areas where nurses are regularly scheduled to work Monday to Friday, standby duties will be equitably assigned to those who are qualified to assume standby duties. The scheduled standby assignment may be on a regularly scheduled weekend off.
 - (h) The combined hours of call in resulting from standby and the regularly schedule shift shall not be greater than (11.25) hours or (7.5) hours without the shift be deemed completed.

ARTICLE N – ASSIGNMENT OF OVERTIME

N.1 It is understood that overtime is on a voluntary basis only. All efforts will be deployed in order to avoid overtime. In the event that overtime is required it shall be dealt with as follows:

- (a) Overtime shifts are considered additional shifts and will be offered in accordance to the following:
 - i) Overtime Shifts with more than 24 hours' notice - Regular part-time nurses including regular part-time nurses who are job sharing equitably by seniority and who have declared their availability in writing to work overtime shifts. If none are available then offer to available casual nurses, and then to available full-time nurses, who have submitted their availability in writing, equitably by seniority.
 - ii) Overtime Shifts with less than 24 hours' notice - Regular part-time nurses including regular part-time nurses who are job sharing by seniority and who have declared their availability in writing to work overtime shifts. If none are available then offer to available casual nurses, and then to available full-time nurses who have submitted their availability in writing.

RNs already scheduled for a shift, on vacation, stats, LOA, union leave, etc., on the day in question need not be considered available for overtime shifts in compliance with the above 2 paragraphs.

- (b) Nurses who are in temporary full-time assignments shall be considered full-time for the assignment of overtime.
- (c) Extensions of shifts are not additional shifts. In the event that the extension results in overtime, it will be offered to staff working the shift to be extended on the basis of seniority notwithstanding circumstances where continuity of care requirements require otherwise.

N.2 (a) Overtime premium is time and one half (1 ½) for the first four hours and double time thereafter in the pay period.

- (b) For the purpose of qualifying for the double time rate, actual hours worked shall be considered in the event of a call back of less than four (4) consecutive hours.

N.3 (a) Lieu time off for overtime shall be scheduled at a mutually agreeable time. Earned overtime may be, at the discretion of the nurse:

- i) Banked to a maximum of sixty (60) hours in the course of a fiscal year unless agreed to by the Clinical Manager/delegate with any remaining bank to be paid out at the end of the fiscal year if not taken as lieu time; or
- ii) Paid out at the appropriate rate; or

- iii) Taken in time off at the appropriate amount of time owing; or
 - iv) Subject to applicable legislation and the employee providing required documents the employer will cooperate to have the monies accumulated transferred to a nurse's RRSP. The nurse is required to have the appropriate documents completed and returned to the Payroll Department no later than March 1st.
- (b) If nurses do not indicate any of the above by the end of the fiscal year this overtime will be paid out to the nurse.

ARTICLE O – SHIFT CANCELLATION

- O.1 In the event of shift cancellation such cancellation shall be in the following order on the unit:
- (a) Agency Staff
 - (b) Nurses on overtime by reverse order of seniority
 - (c) Casual nurses by reverse order of seniority
 - (d) Regular part-time nurses (including Job Sharers) by reverse order of seniority.

ARTICLE P – REASSIGNMENT OF NURSES

- P.1 The parties agree that in the event a nurse is required to float from her unit to another unit the following order will apply;
- (a) Volunteers
 - (b) Agency Nurses
 - (c) Staff nurses, based on qualifications selected in reverse order of seniority on an equitable basis over a pay period from an integrated list of nurses who are working on that shift.
- P.2 The Hospital will make every reasonable effort to ensure nurses are not required to float more than once during a single shift from their unit.
- P.3 Probationary nurses, nurses who have not worked more than 450 hours on the Unit, and nurses acting as mentors will not be required to float to other units.
- P.4 The decision to reassign a nurse rests with the clinical manager or her delegate.

ARTICLE Q – REGULAR PART-TIME NURSES/ COMMITMENT

Q.1 Part-Time nurses:

- i) are available for 52 weeks per year minus his/her vacation entitlement; and
- ii) works at least two (2) different shifts 8 hours (either D-E or D-N) per week and works extended tours D/N if required unless assigned to or posted to a permanent shift; and
- iii) are available to work every second weekend or 2 weekends in 4; and
- iv) are available to work either Christmas period or New Year's period; and
- v) are available for 50% of paid holidays which includes Christmas and New Year's; and
- vi) must submit their availability for the duration of upcoming schedule at least four (4) weeks prior to the posting of the work schedule including number of shifts they are prepared to work in a pay period. Changes to availability submitted less than four (4) weeks prior to the posting of the work schedule, as per D.1, may not be considered.

(a) Regular Part-Time Scheduling / Commitment #1 will be as follows:

A Part-time #1 nurse is a nurse who:

- i) is pre-scheduled a minimum of 4 X 7.5 hour shifts or up to 4 X 11.25 hour shifts for a minimum of thirty (30) hours per pay period; and
- ii) day shift shall be divided as equitably as possible.

(b) Regular Part-Time Scheduling / Commitment #2 will be as follows:

A Part-time #2 nurse is a nurse who:

- i) is pre-scheduled a minimum of 3 shifts per six week rotation; and
- ii) in addition, is prescheduled to work either the Christmas period or New Year's period in accordance with Articles L.2 and L.3; and
- iii) in addition, is available to be pre-scheduled a minimum of sixty (60) hours between June 15 and September 15; and
- iv) submits additional availability in writing including number of shifts prepared to work in a pay period

Note: It is agreed and understood that Part-time Scheduling/Commitment #2 positions will be posted in accordance with Article 10.07 of the Central Collective Agreement.

Q.2 Casual nurses:

- (a) Casual employees shall submit their availability, in writing for the period covered by the posted work schedule at least four (4) weeks prior to the posting of the schedule throughout the year, unless on an approved leave of absence.
- (b) A casual employee that declares themselves available for a shift, and later becomes unavailable, will notify the Hospital as soon as the change in circumstance becomes known.
- (c) A casual employee who accepts a shift shall have the same obligation to work that shift as a regular employee.

Q.3

- (a)
 - i) After the schedule is posted all shifts shall be considered additional and shall be offered to all regular part-time nurses assigned to the unit who have expressed in writing their availability to work extra shifts before being offered to casual nurses.
 - ii) The part-time nurses will be offered the additional shifts prior to offering the shifts to full-time nurses.
 - iii) Regular part-time nurses and job share nurses who wish to be considered for additional shifts shall so indicate to their Clinical Manager in writing.
 - iv) The Hospital shall assign such additional shifts equitably by seniority.
 - v) For last minute unplanned absences of less than twenty four (24) hours' notice, the Hospital will call staff who have declared their availability in writing in order of seniority. The first employee who accepts the offer will be assigned the shift.
 - vi) It is recognized the Hospital shall not be required to assign any hours which may result in overtime premium pay.

Q.4

If a part-time nurse works any of the paid holidays listed in Article L.1 she shall be paid at the rate of time and half for all hours worked.

Q.5

Part-time nurses assigned to a specific unit shall be considered part of that unit for the scheduling of statutory holidays and vacation.

Q.6

Part-time nurses may make themselves available to work in more than one program, if their services are required and they have the required skills and abilities.

ARTICLE R – JOB SHARING

- R.1 (a) Job sharing is the sharing of a full-time position as per the Collective Agreement. It shall be initiated at the request of a full-time nurse and shall be in compliance with Article 20 of the Central Collective Agreement. Each request will be discussed between the Association and the Employer.
- (b) Any job sharing positions shall form part of signed agreement between the Employer, the Association and the job sharing partners. This Agreement shall include:
- i) name of the incumbent to the full-time position and the name of the job sharing partner;
 - ii) the unit affected and the commencement date of the job sharing position.
- R.2 Implementation
- (a) Any incumbent full-time nurse wishing to share her position may requests to 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 as per Article 10 of the Central Collective Agreement.
- (b) The successful applicant and the incumbent will be regular part-time.
- R.3 These job sharing positions shall commence based on the seniority of the full- time incumbent and filling of the subsequent half position in accordance with Article 10.
- In situations where there is more than one job sharing request, the senior incumbent will commence her/his position first.
- R.4 The employees involved in a job sharing position are entitled to all the terms of the part-time provisions of the central and local collective agreements except those which are modified as follows.
- R.5 Coverage
- Total hours worked by the job sharers shall equal one (1) full-time position.
- R.6 (a) The job sharer will be responsible for covering her or his job sharing partner's pre-determined absences.
- (b) The job sharer will endeavour to cover unplanned absences and will notify as soon as possible the Clinical Manager or delegate if unable to do so.
- R.7 The division of these hours shall be not less than 50% of the shifts, and distribution shall be determined between the partners and the Clinical Manager of the unit.
- R.8 Once the schedules are posted requests for changes in the posted schedule will be according to Article D.

- R.9 The job sharers involved will have the right to determine which partner works on the scheduled paid holidays. Job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work and they shall be divided equally.
- R.10 The Employer will cover four (4) weeks' vacation of the job sharing position.
- R.11 The job sharers will submit a request according to the vacation guidelines. Such requests will be granted according to the requirements of the unit, seniority of those requesting vacation, and the availability of part-time and casual staff.
- R.12 The position will be granted the same number of consecutive days off at Christmas and New Year's. The partners will alternate on a yearly basis unless mutually agreed otherwise.
- R.13 Vacation, Maternity Leave and other leaves pursuant to Article 11 of the Central Agreement
- In the event that one member of the job sharing arrangement goes on any of the above leaves exceeding thirty (30) days, the remaining partner has the option of covering all of the absent partner's tours for the duration of the absence.
- R.14
- (a) Either the Hospital or the Association may discontinue the job sharing arrangement with ninety (90) days written notice. Upon receipt of such notice a meeting shall be held between the Employer and the Association within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.
 - (b) If it is decided to discontinue the Job Sharing arrangement, the original incumbent nurse working the arrangement (or the incumbent nurse as defined in R. 14 (c)) will have the option of reverting to his/her full-time position. If he/she refuses then he/she will retain a regular part-time status and will accept a vacant position in the unit. In the absence of such vacancy, he/she will displace the least senior nurse on the unit, who will accept the first available vacancy for which she qualifies.
 - (c) For the purpose of this article, the incumbent nurse is defined as the nurse who originally held the full-time position subject to the discontinuation or where both job sharers held full-time status, the job sharer with the greatest seniority.
 - (d) If one of the job sharers leaves the arrangement, the remaining vacancy will be posted.
 - (e) If there is no successful applicant, the job sharing arrangement will be discontinued, and a full time position will be posted.

ARTICLE S – SICK LEAVE

- S.1 Upon request, but not more than once annually, the Hospital agrees to provide a nurse who has a sick leave bank with a record in writing of the amount of banked sick leave to her/his credit.
- S.2 A nurse will endeavour to inform the Employer of her illness at least four (4) hours before the regular starting time if working the evening or night tour of duty and two (2) hours if working the day tour.
- A nurse must inform the Employer of her illness at least two (2) hours before the regular starting time if working the evening or night tour of duty and one (1) hour if working the day tour, and upon her return to work she must report to the Employee's Health Service. The Employer reserves the right to require satisfactory proof of illness from the nurse's consulting doctor.
- S.3 A nurse upon retirement or termination shall be granted payment for accumulated sick leave as follows:
- (a) Upon completion of five (5) but less than ten (10) years' service, a nurse upon the termination of her/his employment shall be paid 50% of the unused portion of her/his sick leave credits cumulative to a maximum of sixty (60) days.
 - (b) Upon the completion of ten (10) but less than fifteen (15) years' service, a nurse upon the termination of her/his employment shall be paid 50% of the unused portion of her/his sick leave credits cumulative to a maximum of one hundred and twenty (120) days.
 - (c) Upon the completion of fifteen (15) years' service, a nurse upon the termination of her/his employment shall be paid 50% of the unused portion of her/his sick leave credits cumulative to a maximum of one hundred and eighty (180) days.

ARTICLE T – PREPAID LEAVE OF ABSENCE

- T.1 Pursuant to Article 11, the maximum number of full-time nurses that may be absent from the Hospital at any one time on prepaid leave of absence is fifteen (15). There shall not be any more than one (1) nurse from any one (1) unit on prepaid leave at the same time. Any other nurse on the unit who is interested shall be given consideration.
- T.2 Pursuant to Article 11, the maximum number of part-time nurses that may be absent from the Hospital at any one time on prepaid leave of absence is seven (7). There shall not be any more than one (1) nurse from any one (1) unit on prepaid leave at the same time. Any other nurse on that unit who is interested shall be given consideration.

ARTICLE U – EDUCATION LEAVE

U.1 Education Leave in conjunction with the Administrative Policy and Procedures Manual regarding nursing Recruitment and Retention the Employer will provide on-site nursing educational programs.

Financial assistance will be developed to assist nurses in the continuation of education.

U.2 **Educational Bonuses**

Grandfathered Clause:

Except where otherwise provided herein, U.2 applies only to nurses employed at The Ottawa Hospital as of May 6, 2011.

The Hospital will pay the following monthly increments provided:

- (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 increment shall begin at the start of the first pay period following filing with the Hospital of the required proof of standing.
- (d) The allowance shall be added to the nurse's basic monthly salary.
- (e) The allowance is conditional to the applicability of the educational program/certificate to the nurse's area of assignment, as approved by the Department of Nursing, Professional Practice.

Master's Degree in Nursing or Education	Permanent F.T.	\$120.00/month
	Permanent P.T.	\$60.00/month
Baccalaureate Degree in Nursing	Permanent F.T.	\$80.00/month
	Permanent P.T.	\$40.00/month
30 credits towards BSCN. or Recognized Certification (C.N.A. or equivalent), short specialty course (4 months or more) from a recognized academic institution	Permanent F.T.	\$15.00/month
	Permanent P.T.	\$15.00/month

Note: Effective May 6, 2011, all Permanent F.T. and Permanent P.T. nurses shall be entitled to Recognized Certification (C.N.A. or equivalent), short specialty course (4 months or more) from a recognized academic institution in the amount of \$15.00/month.

ARTICLE V – PAYDAY AND TERMINAL PAY

- V.1 Except in circumstances where a nurse has failed to provide updated banking information to the Hospital, in the event of a banking institution malfunction which prevents direct pay deposit, the Hospital shall make every effort to work with the banking institution in order to resolve the issue within two (2) business days. After two business days, the Hospital will pay the nurse by cheque if direct deposit remains unavailable.
- V.2 Any regular earnings omitted on a pay cheque greater than four (4) hours' pay which is not caused by a nurse coding improperly, shall be corrected within two (2) working days from the time the nurse brings the mistake to the attention of the Hospital.
- V.3 A nurse leaving the service of the Hospital shall be paid all money owing to her/him by the Hospital on the next pay to be processed following written notification (i.e. notice to termination or letter of resignation) to Payroll.
- V.4 Hospital property in the possession of the nurses is to be returned to the Hospital prior to the nurses leaving.

ARTICLE W – INJURY OR ILLNESS

- W.1 The Hospital will notify the Local Coordinator/Bargaining Unit President with the names of all nurses who go off work due to a work related injury. The Hospital will provide to the Union on a monthly basis, a list of all ONA members on LTD and WSIB.
- W.2 When it has been medically determined that an employee is unable to return to the full duties of her/his position due to a disability, the Hospital will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the Local Executive or designate to discuss the circumstances surrounding the employee's return to suitable work.
- W.3 The Hospital agrees to provide the employee with a copy of the Worker's Safety and Insurance Board Form 7 at the same time as it is sent to the Board.
- W.4 (a) The Employer and the Union recognize that no form of verbal, physical, sexual, racial or other abuse of employees is acceptable. Any employee who believes the situation to be abusive shall report this on an Employee Incident Form to the immediate supervisor and a copy to Occupational Health and Safety if applicable. The immediate supervisor will make every reasonable effort to rectify the abusive situation and provide a safe working environment.
- (b) The parties agree that if an incident involving an aggressive client action occurs, such action will be recorded and reviewed at the Joint Health and Safety Committee Meetings.
- W.5 A joint Union/Management Committee will meet to review temporary and permanent accommodations. The Committee will meet on a quarterly basis. The

Committee will consist of minimum of three (3) Hospital and a minimum of three (3) Union representatives.

W.6 Musculoskeletal Injury Prevention and Control

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

W.7 Needlestick and Sharps Injuries

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

ARTICLE X – ASSOCIATION REPRESENTATION

X.1 Nurse Representative

The Hospital acknowledges the right of the Union to appoint or otherwise select a primary and alternate nurse for each unit at each campus to act as Union Nurse Representative.

X.2 Negotiating Committee

A Negotiating Committee shall be composed of the Bargaining Unit President, and two (2) nurses for each campus, consisting of one (1) full-time and one (1) part-

time for each campus. (The Union shall keep the Hospital informed of the names of the nurses so appointed).

X.3 Grievance Committee

A Grievance Committee of the Union shall be composed of the Bargaining Unit President or designate, and not more than one representative from each site selected by the Union. The Union shall also designate an alternate representative for each site who shall serve in the absence of the primary representative for the site.

The Union shall keep the Hospital notified in writing of the names of the members of the Grievance Committee appointed or selected under this Article as well as the effective date of their respective appointments.

Group Grievance

For group grievances, unless there are exceptional circumstances, no more than two (2) designates of the group shall be appointed by the Union to attend, in addition to the representatives of the grievance committee.

X.4 Association-Hospital Committee

The Joint Association-Hospital Committee will consist of the Bargaining Unit President, Vice Bargaining Unit President, the site Vice-Presidents and, at the Association's discretion, up to four (4) persons to represent both full-time and part-time nurses throughout the Hospital sites for a total of up to nine (9) persons.

X.5 New Hires

The Hospital shall arrange with the Bargaining Unit President of the Local Association or designate the scheduling of an introductory meeting with newly hired nurses. The Employer will provide names of all newly hired nurses including their unit of work and date of hire. Such a meeting will be for a period of thirty (30) minutes and will take place during the Nursing Orientation. The Association will provide to the Employer the name of the Association representative, who will attend, twenty-four (24) hours in advance. The Association will be immediately notified of changes to the orientation dates.

The Employer will send a list of orientation dates and person responsible for orientation to the Local Association. The Employer will be immediately notified of changes of the representative(s) and their availability.

X.6 No nurse covered by this Agreement shall be required or permitted to make any written or verbal Agreement with the Employer which may conflict with the terms of this Collective Agreement. The Association will advise the Employer regarding the individuals who have signing Authority to deal with Collective Agreement matters.

X.7 The Hospital will grant leave of absence for Association business provided that, the number of nurses on leave for both full-time and part-time bargaining units not exceed a total of six (6) per site no more than two (2) nurses per unit in addition to

the Bargaining Unit President, Vice Bargaining Unit President and Site Vice-Presidents. The Union will give five (5) days' notice for all Union leave requested.

X.8 Association Representation

- (a) Upon application in writing by the Association on behalf of the nurses from the Ottawa Hospital, a leave of absence will be granted to a nurse elected to the office of Local Bargaining Unit President and Vice Bargaining Unit President. The nurses will continue to accumulate service and seniority during the period of the leave. The nurse's salary and applicable benefits shall be maintained and paid by the hospital a maximum of thirty seven and one-half (37.5) hours per pay for the duration of the leave. A part-time nurse shall have her salary calculated based on the twelve (12) month average preceding the commencement of the leave. The nurse agrees to notify the hospital two (2) weeks in advance of her return to work at the hospital. The hospital agrees to provide adequate orientation and training upon his/her return.
- (b) A Nurse elected to the position of Site VP of the local shall be granted 11.25 hours per pay period paid by the Hospital. For purposes of clarity, one (1) Site VP may be elected for each of the three (3) campuses, namely the Civic campus which includes the Heart Institute, the General campus which includes the Rehabilitation Centre, and the Riverside campus. For further clarity a Site VP may cover more than one campus or part of a campus at the discretion of the Union but the paid hours shall not increase. Leave shall be requested as far in advance as possible. The nurse shall continue to accumulate service and seniority during every paid leave.

ARTICLE Y – MISCELLANEOUS

- Y.1 On the internal website there shall be a section for ONA notices. The location on the internal website of such information will be decided at Hospital-Association meetings. There shall also be one locked notice board on each campus. The location of such boards will be decided at Hospital- Association meetings.
- Y.2 The Hospital will provide the Association with an electronic seniority list twice per year that being in April and October. The list shall include the status, seniority, site and unit worked. The electronic list shall also be provided alphabetically. In addition to the above the Hospital will post the electronic seniority list on the internal website twice per year that being in April and October.

In addition to the above the Hospital will provide a unit specific electronic seniority list that will include all the above information.
- Y.3 The Hospital will provide the Association on a monthly basis a list of ONA bargaining unit members on a temporary non bargaining unit positions basis. This list shall include name, title, status, unit worked.
- Y.4 The Hospital will provide the Association with a master address list annually and no later than March 31st. Additions, deletions or changes to the list shall be provided to the Association monthly thereafter.

Y.5 The Collective Agreement shall be printed in both English and French. Both the Hospital and the Association share equally the costs of printing and translation of the Collective Agreement. The English copy will be the official document. The Collective Agreement shall be provided by the Hospital to the Local Executive no later than six (6) weeks after signing.

Each nurse is entitled to be issued a single copy of the Collective Agreement in one of the two official languages of the Hospital.

In the event that a dispute is referred to arbitration under the terms of the Collective Agreement, the party making the referral may elect, at the time of the referral, to have the matter heard in either English or French.

Y.6 The Hospital will provide for a centralized mail pick-up (with key) at each site specifically designated to be for Ontario Nurses' Association business at a mutually agreed place in the Hospital.

Y.7 Both parties agree to develop a consistent uniform policy. In developing such policy nurses will not be financially disadvantaged as a result of a transfer from other sites.

Y.8 All job postings will be posted electronically and available on the Hospital's Human Resources Information System (HRIS). Such electronic postings will remain posted as per the Central Collective Agreement. The successful applicant lists will be posted electronically on HRIS. All job applications shall be submitted electronically through the Human Resources Information System.

Y.9 Nurses required to use their own cars when working in the community will receive an allowance as per Hospital policy for reimbursement.

Nurses required to use their own cars in the course of their job duty will be reimbursed for the difference of additional insurance coverage required for their cars when used for work purposes, upon presentation of proof of payment to the Hospital.

Y.10 Change of Name/Contact Information

A nurse shall update the Human Resources Information System (HRIS) for this purpose of change in name, address, and telephone number(s).

The Association will receive from Human Resources, within one month of the change, notice regarding change of name, address, and telephone number(s).

Y.11 Dues Deduction List

The dues deduction list will be provided to the Local Association. This list shall contain the following information: social insurance number, name, status, new employees' status, changes, transfers and terminations.

Y.12 Association Billing

The Hospital agrees to provide the Local Association with a monthly billing by no later than the 15th of every month.

Y.13 State of Emergency

Where the employer requires a nurse to work during an officially declared state of emergency, the nurse will be provided with accommodation which will include parking, meals and travel should the nurse be unable to safely commute to and from work.

Y.14 Familiarization Period

In circumstances where the employer indicates that a nurse selected for a posted vacancy or promoted in accordance with article 10.06 (c) does not meet the requirements to satisfactorily perform the duties of her new position during or following completion of the unit's orientation program or subject to any agreed to upon extension by the parties will meet within seven calendar days to identify and implement a satisfactory resolution.

Y.15 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 benefits either through post-dated cheques provided on a yearly basis.

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

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

Y.16 PT Benefit Plan

The Hospital agrees to provide PT # 1 and Job Share nurses with the option of voluntary participation in a part-time benefit plan as follows:

- i) The minimum enrolment requirements of the carrier must be met both initially and on an ongoing basis;
- ii) All of the terms and conditions of the plan, with respect to Dental and EHC, will be applicable to employees who decide to participate, including any requirements that an employee successfully pass a medical examination in order to be eligible for benefits;
- iii) Employees who decide to participate will be responsible for paying the full amount of the premiums for the plan either through post-dated cheques provided on a yearly basis or through a pre-authorized withdrawal process (which may include payroll deduction). It is understood that any transaction would be dated the first of each and every month. The Employer will notify

the Union of the premium costs to part-time nurses sixty (60) days before the rates go into effect each year.

Signed at Ottawa, Ontario this _____ day of _____, 2019.

FOR THE EMPLOYER

FOR THE ASSOCIATION

LETTER OF UNDERSTANDING

BETWEEN

THE OTTAWA HOSPITAL

AND

THE ONTARIO NURSES' ASSOCIATION

The parties agree that the following shall form part of the collective agreement and agree that it will not be changed or amended until the parties meet again to negotiate a renewal collective agreement.

Re: Parking

The parties have agreed that members of ONA shall be granted availability to Hospital parking spaces on an equal footing with other Hospital employees. The parties agree that the price charged for parking for members of ONA will be on a par with other Hospital employees.

It is agreed that prorated refunds will be provided to nurses on vacation or other authorized leaves of absence of thirty (30) consecutive calendar days or more, provided that the nurse makes application in writing prior to the leave commencing.

The parties agree that a joint written submission will be presented to senior management requesting that nurses be given priority for parking assignments.

Signed at Ottawa, Ontario this _____ day of _____, 2019.

FOR THE EMPLOYER

FOR THE ASSOCIATION

LETTER OF UNDERSTANDING

BETWEEN

THE OTTAWA HOSPITAL

AND

THE ONTARIO NURSES' ASSOCIATION

CONSOLIDATION OF NURSING AREAS/UNITS

For the purpose of consolidation of nursing areas/units the parties agree to take into consideration the following:

- (a) For the purposes of this clause, consolidation is defined as:
- i) Combining at one (1) campus location, two (2) or more nursing units, (e.g. ICU, continuing care), each currently providing the same service or program at different campus locations.
- OR -
- ii) Combining of two or more nursing units of the same service, (e.g. OR, PACU), under one Clinical Manager and on one schedule for all purposes under the Collective Agreement.
- (b) All consolidations of units will be discussed with the Union prior to its implementation. Notice of such consolidation will be given to the Union as far in advance as possible, but no later than ninety (90) days prior to the effective date.
- (c) At the time of notification, the Hospital will provide the Union with a list of all nurses currently working on each of the units to be consolidated, and the names of those nurses off on sick leave absences of thirty (30) days or more, W.C.B., L.T.D., Maternity or Parental Leave, Education Leave, and leaves of absences from the unit involved in the consolidation.
- (d) At that time of notification, the Union will be given the projected staffing levels of the consolidated unit.
- (e) It is agreed that staff will transfer with the consolidated service subject to the application of subsection (i), i) & ii).
- (f) In the event the same service is offered at more than one (1) campus under one Clinical Manager, the issue of scheduling will be agreed between the parties at that time or will be as per the merged collective agreement whichever occurs first.
- (g) Nurses working a job sharing arrangement will transfer as one position where possible. These arrangements will be identified at the time of notification to the Union under (b) above.

- (h) It is understood and agreed that all L.T.D., Modified Work, and W.C.B. accommodations in effect will be continued subject to the customary review. Nurses off work or working in any of these type of arrangements will be identified to the Union at the time of notification under (b) and (c) above.
- (i) Staff positions in the consolidated area shall be filled by nurses working on the two (2) or more units to be consolidated.
 - i) If additional vacancies still exist, they shall be posted and filled in accordance with the Collective Agreement.
 - ii) If the surplus staff is identified as a result of (a) above, the Hospital will offer early retirement options to eligible nurses on the unit.
 - iii) Where surplus staff still remain after ii) above, the surplus nurses, on a reverse order of seniority basis, may elect to:
 - A) accept layoff; or
 - B) bump in accordance with the provisions of the Collective Agreement.
 - iv) A senior nurse will only be permitted to take a layoff, during any unit consolidation, in order to secure continued employment for a less senior nurse. The senior nurse requesting to take the layoff must commit to the Employer, in writing, their agreement to take a Voluntary Exit Option. No displacement rights will exist for any senior nurse requesting to take a layoff under this option "D".
- (j) Consolidation Orientation
 - i) The parties agree to implement Consolidation Orientation for units identified to be consolidated. The opportunity for full-time and/or regular part-time nurses to Consolidation Orientation will be posted on the unit(s) bulletin board. If there is a problem choosing staff, seniority will apply.
 - ii) It is understood that Consolidation Orientation assignments will normally be on a voluntary basis. Where program delivery changes occur in a unit where the need for Consolidation Orientation has been identified, mandatory Consolidation Orientation will be assigned on the basis of seniority.
 - iii) It is understood and agreed that existing rotations on the unit will not be changed during the period of Consolidation Orientation.
 - A) Following the period of Consolidation Orientation, nurses involved will be returned to their former positions and schedules.
 - B) It is understood and agreed that the Consolidation Orientation staff will be supernumerary to the required staff of the unit.

Signed at Ottawa, Ontario this _____ day of _____, 2019.

FOR THE EMPLOYER

FOR THE ASSOCIATION

MEMORANDUM OF AGREEMENT

BETWEEN

**THE OTTAWA HOSPITAL
[“The Hospital”]**

AND

**THE ONTARIO NURSES’ ASSOCIATION
[“The Association”]**

PRINCIPLES FOR THE 2D/2E SCHEDULES

Whereas the Hospital and ONA Local 083 are interested in defining the principles of the 2 Day / 2 Evening (2D/2E) rotation schedule for nurses at The Ottawa Hospital;

Whereas the development of the 2D/2E schedule follows the provisions of Article 13.03 of the ONA Central Collective Agreement and Article H – 2 Day/2 Night Scheduling of the local Collective Agreement; and

Whereas this type of schedule is mutually agreed; and

Therefore, the Parties agree to the following:

1. Units interested in introducing the 2D/2E rotation must go through the formal voting process with the Union as per Article F – Voting Procedures of the local Collective Agreement. The agreed upon master rotation will not be changed without Union consent and will be subject to Article H – 2 Day/2 Night Scheduling of the local Collective Agreement.
2. The 2D/2E schedules should normally be created in groups of nine lines. 2D/2E schedules can be created in groups of less than nine provided the schedule and unit quota are not negatively impacted.
3. The twelve (12) statutory holidays are to be built into the master rotation to attain the 1950 pensionable hours. The statutory holidays do not alter the days off but instead build up and balance the employee’s hours. In other words, the statutory holiday will be counted as part of the total 1950 hours. The statutory holidays will not be moved to accommodate an overtime shift in the same pay period.
4. In addition to the 90 statutory holiday hours an extra 45 hours will be added to the master to secure the 1950 hours. Schedules will be altered to add the hours based on how many hours the nurse is lacking. Leave without pay is not considered additional hours.
5. 2D/2E rotations are intended for full-time staff. If a job share arrangement enters into a 2D/2E rotation an additional 135 hours must be added annually in order to secure the 1950 hours. For clarity, these hours will be added to the regular rotation at the time of posting.

6. Temporary full-time nurses who do not accrue statutory holidays must also have an additional 135 hours added annually to their rotation at the time of posting in order to secure the 1950 hours.
7. The result of a 2D/2E schedule is uneven pays. The Hospital will not participate in manual shift levelling.
8. This agreement will be reviewed on an annual basis or when requested by either party.

Signed at Ottawa, Ontario this _____ day of _____, 2019.

FOR THE EMPLOYER

FOR THE ASSOCIATION

MEMORANDUM OF AGREEMENT

BETWEEN

**THE OTTAWA HOSPITAL
[“The Hospital”]**

AND

**THE ONTARIO NURSES’ ASSOCIATION
[“The Association”]**

PRINCIPLES FOR THE 2D/2N SCHEDULES

Whereas the Hospital and ONA Local 083 are interested in defining the principles of the 2 Day / 2 Night (2D/2N) rotation schedule for nurses at The Ottawa Hospital;

Whereas the development of the 2D/2N schedule follows the provisions of Article 13.03 of the ONA Central Collective Agreement and Article H – 2 Day/2 Night Scheduling of the local Collective Agreement; and

Whereas this type of schedule is mutually agreed; and

Therefore, the Parties agree to the following:

1. Units interested in introducing the 2D/2N rotation must go through the formal voting process with the Union as per Article F – Voting Procedures of the local Collective Agreement. The agreed upon master rotation will not be changed without Union consent and will be subject to Article H – 2 Day/2 Night Scheduling of the local Collective Agreement.
2. The 2D/2N schedules should normally be created in groups of nine lines. 2D/2N schedules can be created in groups of less than nine provided the schedule is not negatively impacted.
3. The twelve (12) statutory holidays are to be built into the master rotation to attain the 1950 pensionable hours. The statutory holidays do not alter the days off but instead build up and balance the employee’s hours. In other words, the statutory holiday will be counted as part of the total 1950 hours. The statutory holidays will not be moved to accommodate an overtime shift in the same pay period.
4. In addition to the 90 statutory holiday hours an extra 45 hours will be added to the master to secure the 1950 hours. Schedules will be altered to add the hours based on how many hours the nurse is lacking. Leave without pay is not considered additional hours.
5. 2D/2N rotations are intended for full-time staff. If a job share arrangement enters into a 2D/2N rotation an additional 135 hours must be added annually in order to secure the 1950 hours. For clarity, these hours will be added to the regular rotation at the time of posting.

6. Temporary full-time nurses who do not accrue statutory holidays must also have an additional 135 hours added annually to their rotation at the time of posting in order to secure the 1950 hours.
7. The result of a 2D/2N schedule is uneven pays. The Hospital will not participate in manual shift levelling.
8. This agreement will be reviewed on an annual basis or when requested by either party.

Signed at Ottawa, Ontario this _____ day of _____, 2019.

FOR THE EMPLOYER

FOR THE ASSOCIATION

MEMORANDUM OF AGREEMENT

BETWEEN

THE OTTAWA HOSPITAL

AND

THE ONTARIO NURSES' ASSOCIATION

CONCERNING: INDIVIDUAL SPECIAL CIRCUMSTANCES

The Hospital and the Association agree to implement individual special circumstance schedules pursuant to Article 13.05 of the Collective Agreement. The Hospital and the Association agree that the intention of creating this type of schedule is primarily to aid in the retention of staff nearing retirement who might extend their career with the Hospital if their full-time hours were reduced. The following conditions will apply:

- a) The positions will be granted on the approval of the Operations Director/Clinical Manager of the Unit.
- b) The Association and the Hospital agree that the additional hours of work created by these positions will be applied to the part-time hours of the Unit or will be posted as term positions.
- c) In the event that the Registered Nurse affected resigns, transfers, is laid off or terminated, the arrangement will be deemed to be discontinued immediately.
- d) It is agreed that Registered Nurses in these positions are not entitled to declare availability for extra available work.
- e) Registered Nurses in these positions will discuss any change in circumstances with their Operations Director/Clinical Manager on a yearly basis.
- f) The benefits and vacation for these positions shall be according to the schedule below:

Signed at Ottawa, Ontario this _____ day of _____, 2019.

FOR THE EMPLOYER

FOR THE ASSOCIATION

MEMORANDUM OF AGREEMENT**BETWEEN****THE OTTAWA HOSPITAL****AND****THE ONTARIO NURSES' ASSOCIATION****CONCERNING: [NAME] RN, [UNIT & CAMPUS]**

1. The parties agree that [name], RN is subject to the conditions set out in the attached Memorandum of Agreement concerning Individual Special Circumstances.
2. [Name] will be subject to the provisions in Option [A] or [B] of the said Memorandum of Agreement.
3. The agreement will be effective _____.
4. [Name] has read the Memorandum of Agreement and understands its terms and conditions.

	OPTION "A" .8 FTE	OPTION "B" .9 FTE
	BI-WEEKLY HOURS:	
(Average over 6 week schedule)	60 Hours	67.5 Hours
DENTAL/ MEDICAL/ SEMI-PRIVATE	Same cost sharing as Full-time	Same cost sharing as Full-time
HOOPP	Based on gross regular bi-weekly salary	Based on gross regular bi-weekly salary
PAID HOLIDAYS	90 hours (12 paid holidays @7.5 hours)	90 hours (12 paid holidays @7.5 hours)
VACATION	Based on budgeted .8 FTE i.e. 4 week entitlement = 16 days	Based on budgeted .9 FTE i.e. 4 week entitlement = 18 days
GROUP LIFE	Based on budgeted .8 FTE	Based on budgeted .9 FTE
SICK LEAVE	Based on budgeted .8 FTE	Based on budgeted .9 FTE
LONG TERM DISABILITY	Based on budgeted .8 FTE	Based on budgeted .9 FTE

ANNIVERSARY INCREASE Remains on established date Remains on established date

Signed at Ottawa, Ontario this _____ day of _____, 2019.

FOR THE EMPLOYER

FOR THE ASSOCIATION

LETTER OF UNDERSTANDING

BETWEEN

THE OTTAWA HOSPITAL

AND

THE ONTARIO NURSES' ASSOCIATION

CONCERNING: ARTICLE 13.04 - UNIT WEEKEND SCHEDULE

The parties agree that the weekend schedule definition may be specific to each unit where this practice is in place.

Every unit wishing to institute a weekend schedule shall do so for a trial period to be determined on a unit specific basis.

1. The Hospital will advise the Association of the location where it wants to institute a weekend schedule and identify the number of positions available, including the names of the nurses involved.
2. The filling of such positions will be based on the number of demands received.
3. The Hospital will evaluate the effects this may have on the present complement of nurses and advise the Association.
4. The nurses will normally be scheduled for two (2) 11.25 hour shifts and one (1) 7.5 hour shift or all 12 hour shifts based on an average of 180 hours over a 6 week period. It is agreed that nurses will not be required to work more than 30 hours per week but will be paid 37.5 hours.
5. The parties will determine the definition of the weekend for weekend worker, example: FSS, SSM, TFS, SMT based on unit-specific requirements.
6. The nurses involved in the weekend worker schedule will be treated like any other full-time employee with regards to benefits unless specified in article 13.04.
7. The pension plan will not be affected in any way.
8. If the parties decide to discontinue the weekend worker arrangement, the incumbent(s) will return to their former status. Notice of discontinuance shall be provided in writing by one party to the other no less than 30 days in advance for a trial period of three months and no less than 60 days in advance for a trial period of six months.
9. It is understood that weekend workers may be required by the Hospital to attend in- service programs. If this is the case any day that they attend will be considered a work day and the hours will substitute for weekend work.

10. Every nurse subject to the unit weekend schedule provisions shall be required to sign an acknowledgment of the specific conditions for her/his weekend work schedule.

Signed at Ottawa, Ontario this _____ day of _____, 2019.

FOR THE EMPLOYER

FOR THE ASSOCIATION

MEMORANDUM OF AGREEMENT

BETWEEN

THE OTTAWA HOSPITAL

AND

THE ONTARIO NURSES' ASSOCIATION

CONCERNING: WEEKEND SCHEDULE, NAME, RN UNIT, CAMPUS

As a nurse subject to the provisions of article 13.04, you will be governed by the following:

1. You will be considered in a trial period of the Weekend Worker from [Date], to [Date].
2. Unless written note is given by either party at least four (4) weeks before the end of the Trial the Weekend Worker agreement shall automatically become permanent.
3. Should notice be given as per #2, scheduling will revert back to regular FT scheduling no later than 90 days from when the notice to discontinue was given.
4. You will be scheduled to work 180 hours per 6 week period. These hours shall be constituted in 4 weekends of 3 extended tours and 2 weekends of 2 extended tours
5. You will have full-time status and be paid 37.5 hours per week, subject to the conditions stated below;
6. You **shall not** be entitled to receive weekend or shift premium.
7.
 - a) Vacation **must be** taken as full weekends IE: Friday, Saturday and Sunday.
 - b) You may request single days' vacation on weekends, and such will be **granted only if no replacement is required.**
 - c) The number of weekends taken as vacation **will not** exceed the number of weeks of vacation you are entitled to under article 16.01.
 - d) You will not be entitled to sick leave if you are ill during your vacation, as article 16.05 a, b, c, does not apply to you.
 - e) If you take a 12 hour tour as vacation, you shall be paid 14.05 hours vacation. If you take an 8 hour tour as vacation, you shall be paid 9.375 hours vacation.
8.
 - a) You will be eligible for a holiday bank of 12 holidays, as identified in the Local Appendix. These will be credited to your bank on the date of the holiday.
 - b) You may draw on the holiday bank (12 hour shift = 14.05 hours paid, 8 hour shift = 9.375 hours paid) to provide income replacement for absences due to illness or for time-off during a weekday. Any unused portion at fiscal year-end shall be subject to the provisions of the Local Appendix

- c) If you work on a holiday you will be paid at time and one half. You **will not** receive a lieu day.
- 9.
- a) **You will not** be entitled to the usual sick leave plan.
 - b) In the event of illness, you will be **eligible to the following only:**
 - i) During the first two weeks of illness; to draw on your holiday bank, if any,
 - ii) During the period beginning on the third (3) week of illness and ending the seventeenth (17) week of illness; to claim Employment Insurance benefits. (Please note E.I. benefits are based on weekly hours worked (30), and not hours paid (37.5).
 - iii) During the period beginning on the eighteenth (18) week of illness and ending on the thirtieth (30) week of illness, to receive 65% of your regular earnings.
 - iv) You may apply for LTD benefits thereafter.
 - c) You may be required to provide proof of illness for any absence on a scheduled shift of work.
10. You may request a leave of absence from a scheduled 12 or 8 hour tour. Where such leave is granted, an LOA from a 12 hour tour will result in 14.05 hours being deducted from your pay, while an LOA from an 8 hour tour will result in 9.375 hours being deducted from your pay.
11. **You may only exchange weekday tours** with another nurse. Tour exchanges will be permitted provided;
 - i) it is with another nurse, **and;**
 - ii) the Hospital does not incur additional costs, **and;**
 - iii) the tours being exchanged are of the same duration, subject to the Local provisions (D.11).
- 12.
- a) You will be entitled to accrue overtime after 180 hours of work over a 6 week posted rotation
 - b) Overtime will apply if you work in excess of your scheduled daily hours.
 - c) Overtime will be paid as per N.2 of the local provisions.
13. The scheduling objective, provisions and rules set out in the local appendix of the ONA collective agreement related to weekends off shall not apply to you.
14. You will continue to work weekends during the Christmas/New Year period.
15. The provisions of article 13.04 of the collective agreement will govern your conditions of employment.

MEMORANDUM OF AGREEMENT

BETWEEN

THE OTTAWA HOSPITAL

AND

THE ONTARIO NURSES' ASSOCIATION

CONCERNING: SUPERNUMERARY ONA POSITIONS

Whereas the new ONA Central Collective Agreement (expires March 31, 2014) includes a new Letter of Understanding regarding government funded supernumerary nursing positions created for newly graduated nurses;

Whereas there are provisions within the above-mentioned Letter of Understanding for local agreement regarding duration of supernumerary nursing positions;

The parties agree to the following:

1. The duration of the supernumerary positions as specified in paragraph 8 of the Letter of Understanding in the ONA Central Agreement shall be scheduled for a minimum of 3 months to a maximum of 7.5 months.
2. At the end of the 3 month minimum duration stipulated in paragraph #1 above, should an RN who is in a supernumerary position not have been successful in transferring to a permanent position through Article 10.07, he/she shall continue to be supernumerary until he/she does transfer to a permanent position or no later than 7.5 months from the commencement of the supernumerary position.
3. Where the Hospital deems it necessary and appropriate, new nursing graduates hired into operational vacancies in accordance with Article 10.07 shall also be eligible for supernumerary positions in accordance to the terms and conditions outlined in this agreement and in the Letter of Understanding in the Central Agreement.
4. After consultation with ONA, the Hospital shall determine what nursing initiatives (such as additional Clinical Expert positions, Training opportunities in specialty areas) shall be funded by the savings created by the residue, if any, from the 3 to 7.5 month period identified in the above-mentioned paragraph # 2.
5. All other terms of the Letter of Understanding for the Supernumerary positions remain as per ONA Central Agreement (expires March 31, 2014).
6. This agreement is entered into on a without prejudice or precedent basis and cannot be the subject of any future grievance or be used for any other agreement between the signing party.

Signed at Ottawa, Ontario this _____ day of _____, 2019.

FOR THE EMPLOYER

FOR THE ASSOCIATION

LETTER OF UNDERSTANDING

BETWEEN

THE OTTAWA HOSPITAL

AND

THE ONTARIO NURSES' ASSOCIATION

CONCERNING: ARTICLE J – VACATION SCHEDULING TRIAL

The parties hereto agree to suspend the operation of Article J – Vacation Scheduling in the Local Provisions Appendix of the Collective Agreement, and to trial the revised vacation scheduling provisions that form part of this Letter of Understanding in accordance with the following:

1. The trial of the vacation scheduling language in this agreement will commence with the release of the vacation planner, which covers the period of October 1, 2019 to March 31, 2020, on May 1, 2019. This Letter of Understanding will expire upon the subsequent renewal of the Collective Agreement or as otherwise agreed to by the parties.
2. The parties will meet prior to bargaining the renewal of the local provisions appendix of the collective agreement to evaluate and review the success of the trial. Such discussions will be on a without prejudice basis to the positions that either party may take during negotiations to renew the Collective Agreement.
3. Add the following preamble to the start of Article J – Vacation Scheduling in the body of the Collective Agreement as follows:

IMPORTANT – COMMENCING OCTOBER 1, 2019, THE SCHEDULING LANGUAGE CONTAINED IN THIS PROVISION IS SUSPENDED WHILE THE PARTIES TRIAL NEW VACATION SCHEDULING LANGUAGE TO IMPROVE THE PROCESS FOR GRANTING VACATION. PLEASE SEE THE LETTER OF UNDERSTANDING CONCERNING: ARTICLE J – VACATION SCHEDULING TRIAL TOWARD THE BACK OF THE COLLECTIVE AGREEMENT AS OF THIS DATE FOR THE APPLICABLE PROVISIONS RELATED TO VACATION SCHEDULING.

4. The Vacation scheduling process is outlined below:

ARTICLE J — VACATION SCHEDULING (TRIAL)

J.1 Vacation Year

- (a) The vacation year will be April 1st to March 31st.
- (b) A nurse's annual vacation entitlement will be taken by March 31 of each year. Nurses who have not utilized their entire vacation entitlement must schedule their outstanding vacation within the available time prior to the end of the current fiscal year, in consultation with the Clinical Manager.

- (c) Full time nurses requests to carry over vacation into the next vacation year must be submitted in writing to the Clinical Manager or designate no later than November 15. The maximum amount of vacation time that a nurse may request to carry over into the next vacation year is forty-five (45) hours.

J.2 Vacation Quotas

- (a) The Clinical Manager will determine the number of vacation hours for the upcoming vacation year and the minimum number of full-time and part-time nurses that may be on vacation over the vacation planner period (i.e., vacation quotas). Smaller units, where separate quotas are not feasible, may have a combined quota posted.
- (b) Nurses on each Unit will be advised of the minimum vacation quotas when the vacation planner is released as per Article J.3 (e). Where the Hospital can grant additional vacation outside of the vacation planner process, such time will be granted in accordance with Article J.4 (a).
- (c) Granting of vacation will be subject to the operational requirements of the Hospital.

J.3 Vacation Planner

- (a) The vacation year will be divided into two (2) periods to facilitate vacation planning - April 1st to September 30th and October 1st to March 31st.
- (b) The last updated unit seniority list will be utilized for approval of vacation requests during the period. Vacation will be granted in descending order of seniority. Seniority shall be separate for full-time and part-time, with the exception of units where quotas are combined as per J.2 (a).
- (c) For each vacation planner period permanent full-time nurses must request a minimum of number of weeks off as vacation as per the following table. A week for vacation purposes is defined as the period from Monday to Sunday.

Vacation Entitlement	Minimum No. of Weeks April to September	Minimum No. of Weeks October to March
Less than three (3) weeks	N/A	N/A
Three (3) weeks	One (1) week	One (1) week
Four (4) weeks	One (1) week or two (2) weeks*	One (1) week or two (2) weeks*
Five (5) weeks	Two (2) weeks	Two (2) weeks
Six (6) weeks	Two (2) weeks or three (3) weeks*	Two (2) weeks or three (3) weeks*
Seven (7) weeks	Three (3) weeks	Three (3) weeks

*Note: At the four-week entitlement levels, if a nurse requests one week in the first vacation period, they must select two weeks in the second period. At the six-week entitlement level, if a nurse requests two weeks in the first

vacation period, they must select three weeks in the second vacation period.

- (d) Requests for weekly blocks of vacation will be considered prior to requests of less than a week. Vacation requests for periods of less than one (1) week will be considered by seniority after all requests for weekly blocks have been considered.
- (e) Nurses working on each Unit will be divided into three (3) groups for the purposes of selecting vacation by seniority. In smaller nursing units, the manager may elect to reduce the number of groups. The timeframes for the vacation planner process are as follows:

i) April to September 30— Vacation Planner Period*

Vacation Group	Planner Release Date	Deadline to Submit Request	Planner Approval
Group 1	November 1	November 15	February 1
Group 2	November 16	November 30	
Group 3	December 1	December 15	

***Note:** The combined total number of weeks off on vacation that a nurse can utilize during the period of June 15 to September 15 is no more than three (3) weeks.

ii) October 1 to March 31 _Vacation Period*

Vacation Group	Planner Release Date	Deadline to Submit Request	Planner Approval
Group 1	May 1	May 15	August 1
Group 2	May 16	May 31	
Group 3	June 1	June 15	

***Note:** For the Christmas scheduling period scheduling regulations governing Christmas time off will take precedence over vacation requests. Any vacation time requested during Christmas period will be authorized only after Christmas and New Years' time off has been granted.

J.4

Granting Vacation Outside of the Vacation Planner Process

- (a) Vacation requests submitted after the deadline in Article J.3 (e) will be granted on a first come, first serve basis. For clarity, weekly blocks will not take priority over single days.
- (b) Prior to offering vacation under this provision, denied requests submitted as per the vacation planner deadlines in Article J.3 (e) will be offered by seniority.
- (c) The Hospital will endeavour to approve or deny vacation requests within seven (7) calendar days of when they are submitted. Requests for vacation

will be approved or denied at least two (2) weeks prior to the commencement of the requested vacation.

J.5 Reduction of Service Temporary/Closures & Vacation

- (a) In the event of reduction of service temporary closures the affected staff will be granted vacation and/or other accumulated time off with pay and may not be subject to the above.
- (b) It is understood that during reduction of service, nurses who have not utilized their entire vacation entitlement shall be encouraged to schedule their outstanding vacation during this time.
- (c) It is further understood that during a reduction of service and/or a temporary closure, employees who have not utilized their entire vacation carry over entitlement shall first schedule their carry over vacation entitlement.

J.6 Each approved request will be honoured by the Clinical Manager and the nurse subject to 16.05 Central Collective Agreement.

J.7 A nurse who elects to transfer to another area will not be entitled to use her seniority to displace nurses whose vacation has already been approved.

Signed at Ottawa, Ontario this _____ day of _____, 2019.

FOR THE EMPLOYER

Laura McDonald

Sara Davis

Tyler Parsons

Sue Batista

Bonnie Rheaume

Marylin Kendall

Mariana Cugletta

Allison Harvey

Janet Graham

Marie Casey

FOR THE ASSOCIATION

Steve Broadbent

Marc Page

Sandy McEwen

Rose O'Neil

Rachel Muir

Kelly Johnson

Donna Dillon

Lee Lamb

Ruth Everiegh
