

NO. OF	16
EMPLOYEES	26
SIGNATURE	
DATE	

COLLECTIVE AGREEMENT

BETWEEN

**MATTAWA GENERAL HOSPITAL, SISTERS OF CHARITY OF OTTAWA
(Hereinafter called the "Hospital")**

AND

**ONTARIO NURSES' ASSOCIATION
(Hereinafter called the "Association")**

FULL-TIME AND PART-TIME

EXPIRY DATE:

Dated at Mattawa, Ontario this 30th day of Sept, 1996.

FOR THE HOSPITAL

Paul R. Keenille
J. M. Scott
Jane Brayshaw

FOR ONTARIO NURSES' ASSOCIATION

H. Macintosh
C. G. [unclear]
Debra [unclear]

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APPENDIX OF LOCAL PROVISIONS

ARTICLE A - RECOGNITION AND DEFINITIONS

A-1 Bargaining Unit #1

In accordance with the Certificate issued by The Ontario Labour Relations Board and dated the 26th day of February, 1980 the Hospital recognizes the Ontario Nurses' Association as the bargaining agent of all lay registered and graduate nurses employed in a nursing capacity by Mattawa General Hospital, Sisters of Charity of Ottawa at Mattawa, save and except Head Nurses, persons above the rank of Head Nurse, and persons regularly employed for not more than twenty-four (24) hours per week.

Bargaining Unit #2

In accordance with the Certificate issued by The Ontario Labour Relations Board and dated the 26th day of February, 1980 the Hospital recognizes the Ontario Nurses' Association as the bargaining agent of all lay registered and graduate nurses regularly employed for not more than twenty-four (24) hours per week in a nursing capacity by the Mattawa General Hospital, Sisters of Charity of Ottawa at Mattawa, save and except Head Nurses and persons above the rank of Head Nurse.

A-2 The word "nurses" when used in this Agreement shall mean persons included in the bargaining unit as set out in clause A-1.

A-3 "Supervisor" or "Immediate Supervisor" when used in this Agreement shall mean the first supervisory level excluded from the bargaining unit.

ARTICLE B - MANAGEMENT FUNCTIONS

B-1 The Association recognizes that the management of the Hospital and the direction of the working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by the provisions of this Agreement, and without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Hospital to

- (a) Maintain order, discipline and efficiency;
- (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall and suspend or otherwise discipline nurses, provided that any such action contrary to the provisions of this Agreement may be subject to a grievance and dealt with as provided herein;
- (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 the service;
- (d) generally to manage the operation that the Hospital is engaged in and without restricting the generality of the foregoing, to determine the number of personnel required, the services to be performed, and the methods, procedures and equipment in connection therewith.
- (e) make and enforce and alter from time to time reasonable rules and regulations to be observed by the nurses not inconsistent with the provisions of this Agreement.

B-2 These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement

B-3 The Employer will exercise its rights and administer the Collective Agreement reasonably and fairly.

ARTICLE C - NURSE REPRESENTATIVES AND ASSOCIATION COMMITTEES

C-1 Nurse Representatives

There will be three (3) nurse representatives who are in the Hospital's employ.

C-2 Grievance Committee

There will be a Grievance Committee of two (2) nurses who are in the Hospital's employ.

C-3 Negotiating Committee

There will be a **Negotiating Committee** of up to **three (3) nurses** who are in the Hospital's employ.

C-4 Hospital-Association Committee

This Committee shall be **comprised of two (2) members** representing the Association and two (2) **members** representing the Hospital.

ARTICLE D - LEAVE OF ABSENCE

D-1 Leave of Absence for Association Business

Leave of absence for **Association Business** shall be given up to a cumulative total for all staff of **twenty-five (25) days** during the **calendar year**, provided adequate notice in writing is given the Hospital. It is agreed that not more than **two (2) nurses** shall be absent at the same time.

ARTICLE E - LEAVE OF ABSENCE WITH PAY (PAID HOLIDAYS)

E-1 For the purpose of the **Paid Holiday Article** the following days shall be recognized:

New Year's Day	Labour Day
2nd Monday in February	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Civic Holiday	
Easter Monday	

E-2 A full-time nurse may **accumulate** up to **four (4) unscheduled paid holidays** that may be used in conjunction with her holidays.

E-3 A full-time nurse who is **entitled to a day** as provided for in **Articles 15 04 (a) and (b)**, the day will be **scheduled at a time arranged between the nurse and her immediate supervisor**. **Such request will be submitted in writing**. This does not include the **eight (8) scheduled paid holidays** on the master rotation.

E-4 The hours worked that fall **within the holiday shall be paid at the holiday rate** of pay.

ARTICLE F - LEAVE OF ABSENCE WITH PAY NAG _____

F-1 It is understood **and agreed that vacation weeks are not necessarily** continuous, however, the **Hospital will endeavour to accommodate the** wishes of the nurses with respect to the choice of vacation dates and the continuity of weeks **subject to the needs to meet the operating requirements** of the Hospital.

F-2 Consistent with the efficient management of the Hospital, nurses shall be given preference with respect to **their vacation periods in accordance with** seniority. Time off, **in lieu of vacation, will be pro-rated to full-time and one** thousand five hundred (1500) hours will **equate to one (1) year.**

F-3 Prior to leaving on vacation, **nurses shall be notified of the date and time on** which to report for work **following vacation.**

F-4 Requests for vacation during the period from June 1st to and including Labour Day shall be **submitted in writing by March 31st of each year** Such vacation requests will be processed by the 1st of May and will be posted Requests for vacation outside of the period as set out above shall be submitted in writing **two weeks in advance of the requested time period** If a nurse arranges her **own replacement, twenty-four (24) hours written** notification will be required.

F-5 Nurses shall be given preference with respect to their vacations in accordance with seniority, **subject to F-4 above.**

F-6 The Hospital will schedule the **weekend off prior to the commencement of** vacation, and the **weekend immediately following the vacation as days off** whenever it is possible to do so.

F-7 The vacation year for **the purpose of entitlement and payment shall be from** the 1st of June in one year to the 31st of May of the next year and all vacation earned up to and **including the 1st of June in any year must be** taken before the end of **December of the same year. Vacations may be** scheduled during the **Christmas or New Year's period, but not both**

- F-8 For full-time nurses only, vacation pay will be issued with the regular pay. The nurse must notify the Payroll Officer prior to the end of the pay period immediately preceding her vacation period in order that her vacation pay can be issued in advance.
- F-9 For the vacation period June 1st to and including Labour Day, at least one (1) nurse may be off at one time. If no one from the Part-time Bargaining Unit requests vacation, two (2) full-time nurses may be off and vice versa

ARTICLE G - HOURS OF WORK - SCHEDULING REGULATIONS

G-1 Introduction and discontinuation of extended tours

- (1) Extended tours shall be introduced when
- (i) eighty percent (80%) of the nurses in the unit so indicate by secret ballot; and
 - (ii) the Hospital agrees to implement extended tours, such agreement shall not be withheld in an unreasonable or arbitrary manner.
- (2) Extended tours may be discontinued in any unit when
- (i) sixty-five percent (65%) of the nurses in the unit so indicate by secret ballot; or
 - (ii) The Hospital because of:
 - a. adverse effects on patient care.
 - b. inability to provide a workable staffing schedule.states its intention to discontinue the compressed work week in the schedule.
- (3) When notice of discontinuation is given by either party in accordance with paragraph (2) above, then:
- (i) the parties shall meet within two (2) weeks of the giving of the notice to review the request for discontinuation; and

- (ii) where it is determined that extended tours will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended.

G-2 Scheduling - Extended Tours - Full-time

The Hospital will maintain the following scheduling provisions in the formulation of working schedules for nurses working on an extended tour basis:

- (i) Schedules will be posted two (2) weeks in advance for a six (6) week period. Requests for floating holidays or lieu days will be dealt with under Article E-3.
- (ii) The day shift shall be the first shift of the day.
- (iii) A request by a nurse for a change of scheduled working hours must be submitted in writing and co-signed by the nurse willing to exchange tours. The Hospital will endeavour to accommodate such request.
- (iv) Nurses will not be scheduled to work more than three (3) consecutive extended tours.
- (v) At least two (2) consecutive days off shall be scheduled between regularly scheduled shifts.
- (vi) A nurse will receive premium pay in accordance with Article 14 03 for all hours worked on a second consecutive and subsequent weekend save and except where:
 - a. such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - b. such nurse has requested weekend work; or
 - c. such weekend is worked as a result of exchange of tours with another nurse.
- (vii) Alteration to the Master Schedule may be made between December 18 and January 15 so that all nurses will receive five (5) or more consecutive days off at either Christmas or New Year's. Six (6) days

off will be scheduled when it is possible to do so. Christmas to include Christmas Eve, Christmas Day and Boxing Day. New Year's to include New Year's Eve and New Year's Day.

If nurses are able to be off work both Christmas and New Year's, it will be offered to the nurses on a rotating basis.

G-3

Scheduling - 7.5 Hour Tour - FUR

- (1) No less than two (2) consecutive tours off between changes of shifts unless otherwise agreed.
- (2) A request by a nurse for a change of scheduled working hours must be submitted in writing and co-signed by the nurse willing to exchange tours. The Hospital will endeavour to accommodate such requests.
- (3) A nurse will be scheduled off at least four (4) days in any two-week period including at least one (1) period of two (2) consecutive days off unless otherwise mutually agreed.
- (4) Nurses will not be scheduled to work more than six (6) consecutive days unless otherwise mutually agreed
- (5) Alteration to the Master Schedule may be made between December 18 and January 15 so that all nurses will receive five (5) or more consecutive days off at either Christmas or New Year's. Six (6) days off will be scheduled when it is possible to do so. Christmas to include Christmas Eve, Christmas Day and Boxing Day. New Year's to include New Year's Eve and New Year's Day.

If nurses are able to be off work both Christmas and New Year's, it will be offered to the nurses on a rotating basis.

- (6) Schedules will be posted two (2) weeks in advance for a six (6) week period.
- (7) Every other weekend will be scheduled as a weekend off
- (8) A nurse will be scheduled not less than 48 hours off before night tours and not less than 48 hours off following night tours.

- (9) It is understood that a weekend consists of at least sixty-four (64) consecutive hours off work during the period following completion of the Friday day or evening tour until the commencement of the Monday day or evening tour.
- (10) A nurse will not be required to change tours of duty more than once during a calendar week unless mutually agreed otherwise.
- (11) A nurse will receive premium pay in accordance with Article 14.03 of the Collective Agreement for all hours worked on a second consecutive and subsequent weekend save and except where:
 - (i) Such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - (ii) such nurse has requested weekend work; or
 - (iii) such weekend is worked as a result of an exchange of shifts with another nurse.
 - (iv) a nurse scheduled off in a holiday weekend shall have the paid holiday included with her weekend unless otherwise mutually agreed between the nurses. A nurse scheduled to work the holiday weekend shall have the paid holiday included unless otherwise mutually agreed between the nurses.

G-4

Scheduling - Extended Tours - Part-time

The Hospital will maintain the following scheduling provisions in the formulation of working schedules for nurses working on an extended tour basis:

- (i) Schedules will be posted two (2) weeks in advance for a six (6) week period. Requests must be submitted in writing two (2) weeks in advance.
- (ii) The day shift shall be the first shift of the day
- (iii) A request by a nurse for a change of scheduled working hours must be submitted in writing at least 24 hours in advance and co-signed by

the nurse willing to exchange tours. The Hospital will endeavour to accommodate such requests.

- (iv) Nurses will not be scheduled to work more than three (3) consecutive extended tours.
- (v) Nurses may be scheduled for a 7.5 hour tour
- (vi) When the need arises and *the* nurse agrees, a shorter tour may be worked.
- (vii) Regular part-time nurses shall be scheduled at least six (6) consecutive days off in each six (6) week period.
- (viii) A nurse will receive premium pay in accordance with Article 14.03 of the Collective Agreement for all hours worked on a second consecutive and subsequent weekend *save and except where*
 - (i) Such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - (ii) such nurse has requested weekend work; or
 - (iii) such weekend is worked as a result of an exchange of shifts with another nurse.
- (ix) Alteration to the master rotation may be made between December 18 and January 15 so that all nurses will receive five (5) or more consecutive days off at either Christmas or New Year's. Six (6) days off will be scheduled when it is possible to do so. Christmas to include Christmas Eve, Christmas Day and Boxing Day. New Year's to include New Year's Eve and New Year's Day.

If nurses are able to be off work both Christmas and New Year's, it will be offered to the nurses on a rotating basis.

G-5

Regulations - 7.5 Hour *Part 1*

- (a) Schedules will be posted two (2) weeks in advance for a six (6) week period. Requests will be submitted one (1) week prior to posting.

- (b) No more than eight (8) consecutive hours will be scheduled in any twenty-four hour period.
- (c) A weekend shall consist of at least sixty-four (64) hours during the period from the end of the Friday day or evening tour until the commencement of the Monday day or evening tour.
- (d) A nurse will be scheduled forty-eight (48) hours off before night tours when working more than three (3) shifts in the same week, unless mutually agreed otherwise.
- (e) A nurse scheduled off in a holiday weekend shall have the paid holiday included with her weekend unless otherwise mutually agreed between the nurses. A nurse scheduled to work the holiday weekend shall have the paid holiday included unless otherwise mutually agreed between the nurses.
- (f) A nurse will receive premium pay in accordance with Article 14.03 of the Collective Agreement for all hours worked on a second consecutive and subsequent weekend save and except where
 - i) Such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - ii) such nurse has requested weekend work; or
 - iii) such weekend work is worked as a result of an exchange of shifts with another nurse.

G-6

(a) Part-Time Commitment - Extended Tours

A regular part-time nurse's commitment to be available for work, as required, will include the following conditions:

- (1) Available to work a minimum of two (2) scheduled extended tours per week;
- (2) available to work every other weekend.
- (3) available to work both shifts, days and nights

- (4) available to work on paid holidays and it is understood that time off on paid holidays will be equally distributed.
- (5) available to work as scheduled over either the Christmas or New Year's period.

(b) **Part-time Commitment - 7.5 Hour Tours**

A regular part-time nurse must be available as follows:

- (1) Available to work a minimum of three (3) scheduled shifts per week;
- (2) Available to work as scheduled on any tour during either period of time:
 - (a) Christmas (5 days, including Christmas Day). or
 - (b) New Year's (5 days, including New Year's Day).
- (3) Must be available to work two (2) weekends out of every three (3);
- (4) Must be available to work nights, evenings, and day tours
- (5) Will be available to work on paid holidays and it is understood that time off on paid holidays will be equally distributed

e-7

Scheduling of Part-time Tours

In accordance with the present practice:

- (1) All regular part-time nurses in a Unit will be scheduled up to their committed hours by seniority before any casual part-time nurses are utilized.
- (2) When regular part-time nurses on the Unit have been given the opportunity to work up to their commitment, the Hospital will endeavour to offer additional tours to regular part-time nurses on the Unit on the basis of seniority, prior to offering tours to casual nurses, subject to the following:

- (i) Nurses who wish to be considered for additional tours must indicate their availability in the manner prescribed by the Hospital;
- (ii) A tour will be deemed to be offered whenever a call is placed
- (iii) It is understood that the Hospital will not be required to offer tours which would result in overtime premium pay.
- (iv) When a regular part-time nurse accepts an additional tour, she/he must report for that tour unless arrangements satisfactory to the Hospital are made;

G-8 It is agreed that the hours of work for nurses in the Bargaining Unit are either 7.5 hours or 11.25 hours per tour.

ARTICLE H - GENERAL

H-1 Bulletin Board

The Hospital shall provide space on the bulletin board in the staff conference room, on *the* nursing unit, and in the staff lunch room for notices of Association business. *All* notices must be signed by a Nurse Representative.

ARTICLE I - JOB SECURITY

- I-1 The seniority list as provided for in Article 10.02 will be posted in January and July of each year.
- I-2 A list will be posted in January of each year showing the Service Review date referred to in Article 19.06 (a) of the Central Agreement.

ARTICLE J - INTERVIEW

- J-1 The interview period as provided for in Article 5.06 will be scheduled during the nurse's probationary period.

ARTICLE K - PRE-PAID LEAVE PLAN

K-1 The Hospital will allow **one full-time and one part-time nurse to be absent at any one time.**

ARTICLE L - VIOLENCE

L-1. The Employer agrees that **no form of verbal, physical, sexual, racial or other abuse of employees will be condoned in the workplace**. Any **employee who believes the situation to be abusive shall report this to the immediate supervisor who will make every reasonable effort to rectify the abusive situation.**

L-2. The parties **agree that if incidents involving aggressive patient action occur such action will be recorded and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of employees presented in that forum.**

The parties further agree **that suitable subjects for discussion at the Hospital Association Committee will include aggressive patients**

L-3. The Employer shall **notify the Union, where possible, within three (3) days of any employee who have been assaulted while performing her or his work. The assaulted employee may choose to have her or his name remain confidential. Such information shall be provided to the Association in writing as soon as possible. Updated statistics on numbers of staff assaulted while performing work will be brought to each meeting of the Joint Health and Safety Committee.**

L-4. When an employee, in the **exercise of her or his functions, _____ to her or his personal belongings (clothing, watch, glasses, _____ or other prosthesis, etc.), the Employer shall provide for replacement or repair at no cost to the employee.**

The employee will **endeavour to present her or his claim to the Employer within seven (7) days after the event, unless it was impossible for her or him to do so during this period.**

ARTICLE M - JOB SHARING ON EXTENDED TOURS

M- ■ The introduction of job sharing arrangements will be subject to mutual agreement between the Association and the Hospital. The initial job sharing arrangement will be on a trial basis for a period of up to six months, subject to review by the Association and the Hospital before confirmation. It is agreed that the following conditions will govern the arrangements

- 1. The Nursing Department will limit the Job Sharing to one full-time employee (F.T.E.) position.**
- 2. The full-time nurse seeking a job sharing position must submit a written application to the appropriate Nurse Manager**
- 3. The full-time nurse wishing to share the position, may do so without having his/her half of the position posted. The other half of the job sharing position will be posted and the selection of the part-time applicant will be made on the criteria set out in the Collective Agreement.**
- 4. Total hours worked by the job sharers shall equal one (1) full-time employee position. The division of these hours or the schedule will be determined by mutual agreement between the two (2) nurses and the Nurse Manager. The job sharers may work additional tours outside the full-time schedule providing that no other part-time staff is available.**
- 5. Schedules will conform with Article 13 and Article G2 of the Full-time Local Agreement.**
- 6. Job sharers are not required to cover for their partner during sick leave, vacation and/or any other leave of absence, unless mutually agreed otherwise by all parties, however, when no part-time staff is available, job sharers will be required to work a minimum of two (2) scheduled shifts per week.**
- 7. Should one partner transfer or terminate employment, the remaining partner shall continue to work his/her own schedule for 30 calendar days. If no replacement partner is recruited, he/she must return to his/her former position.**

8. **Employees participating in job sharing will receive a percentage in lieu of fringe benefits as per Central Collective Agreement.**
9. **Seniority shall accumulate according to the part-time Collective Agreement. Vacation entitlement and wage progression will be calculated on the same basis as a part-time nurse.**
10. **The Employer shall deduct from each job sharer's pay and remit to the Association each month, an amount equal to one regular monthly part-time dues designated by the Association.**
11. **It is agreed that the job sharers, the Association or the Hospital may terminate this arrangement with 50 days written notice to the other parties. Upon receipt of such notice, a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.**

ARTICLE N- WORKERS' COMPENSATION BOARD

- N-1
- (1) **The Hospital will notify the President of the local nurses' Association of the names of all nurses off work due to a work-related injury (whether or not the nurses are in receipt of WCB benefits) by the 15th day of each month.**
 - (2) **Prior to any nurse returning to work on a modified/light/alternate work program the Hospital will meet with the nurse who shall be accompanied by the Association's Occupational Health and Safety representative. When the terms and conditions of the program have been agreed upon the Hospital will confirm such terms and conditions to the nurse with a copy to the Association's Occupational Health and Safety representative. Any documents respecting such program which the Hospital requires to be signed by the Association shall be submitted to the Association for signing.**
 - (3) **The Hospital agrees to supply the Association with a copy of the WCB Form 7, excluding date of birth and social insurance number, (Employer's Report of Accidental Injury or Industrial Disease) within at least seventy-two (72) hours after it has been sent to the Board. If the Association is of the opinion that the Form 7 contains errors or**

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omissions, it may request a meeting with the Hospital to be held as soon as possible. If, as a result of such meeting, the Hospital and the Association agree that the Form 7 contains errors and omissions the Hospital will notify the Board of such errors or omissions.