

Highlights of 2023 Local Collective Agreement between The Ottawa Hospital and ONA negotiations summary.

This is a review of the Local Contract which is separate from Central Contract. The 2023/2024 Central collective agreement award has not come out yet, Local issues do not deal with monetary or benefits related issues, but do deal with scheduling, vacation, floating, full time, part time and jobshare language etc.

Proposals were based on bargaining survey responses from TOH bargaining unit members, voiced issues discussed at town halls, GRV/ Arb issues, HAC, NPP, Occ Health related issues, trends.

Housekeeping related Issues:

- Change she/he, her/him/his to **their/they/them** throughout the Collective Agreement.
- ARTICLE H – 2 DAY/ 2 NIGHT SCHEDULING -PRESENT PROVISION Amend article heading to read as follows:
- **ARTICLE H – 2 DAY/ 2 NIGHT AND 2 DAY/ 2 EVENING SCHEDULING**

Y.11 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).

Renew the following LOU's:

- Re: CONSOLIDATION OF NURSING AREAS/UNITS
- Re: PRINCIPLES FOR THE 2D/2E SCHEDULES
- Re: PRINCIPLES FOR THE 2D/2N SCHEDULES
- Re: CONCERNING: INDIVIDUAL SPECIAL CIRCUMSTANCES
- Re: CONCERNING: [NAME] RN, [UNIT & CAMPUS]
- Re: CONCERNING: ARTICLE 13.04 - UNIT WEEKEND SCHEDULE
- Re: CONCERNING: WEEKEND SCHEDULE, NAME, RN UNIT, CAMPUS
- Re: CONCERNING: SUPERNUMERARY ONA POSITIONS

New MOA around **Resource Teams** from an Arbitration case and New LOU regarding **Nurse Practitioners** are being developed.

CHANGES:

D.11 (a) A request for exchange of shifts in **the** posted time schedule must be submitted in writing **or electronically, in accordance with the scheduling process in effect**, to the Clinical Manager or delegate and co signed by the nurses in writing to the Clinical Manager or delegate and CO signed by the nurses willing to exchange. All exchanges must be approved **or denied** 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.

(d) 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.

K.3 Full-time Only

The request for the lieu day must be submitted in **writing or electronically, in accordance with the scheduling process in effect**, 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.

M.1 (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~~ **double time** 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.

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 – ~~A combined seniority list of those nurses who have declared their availability in writing to work overtime shifts will be offered equitably by seniority.~~ Regular part-time nurses including regular part-time nurses who are job sharing equitably by seniority and who have declared their availability 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, equitably by seniority.

i) Overtime Shifts with less than 24 hours' notice – ~~A combined seniority list of those nurses who have declared their availability in writing to work overtime shifts will be offered by seniority.~~ Regular part-time nurses including regular part-time nurses who are job sharing by seniority and who have declared their availability 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.

NOTE: As per Article 14.01 (b) a part time nurse who exceeds 75 hours during a 2 week pay period will be considered to be in an overtime situation and will receive overtime premium for those additional hours worked.

(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.3 (a) Lieu time off for overtime, or hours accrued in learning opportunities at their regular straight-time hourly rate of pay as per Article 9.07, shall be scheduled at a mutually agreeable time. ~~Earned overtime~~ Banked time may be, at the discretion of the nurse:

i) Banked to a maximum of ~~ninety (90) 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 Q.3

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 or **electronically, in accordance with the scheduling process in effect**, 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 **or electronically, in accordance with the scheduling process in effect**, in order of seniority. The first employee who accepts the offer will be assigned the shift.

R.6 a) The job sharer will be responsible for covering her or his partners pre determined absences, not including Union leaves **and vacation as per article R 10**.

R.10 The Employer will cover **the first** four (4) weeks' vacation **in a fiscal year** of the job sharing position.

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 current** list of all ONA members on LTD **and WSIB and on a rehabilitative return to work program**.

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 **for the Employee. If the complaint involves the immediate supervisor, the Employee is able to escalate the complaint as per the applicable Hospital policy, including to a Human Resources Representative. The Employee will be provided with contact information for the Union and the Hospital will contact the Union with the employee's consent.**

(b) The parties agree that if an incident involving an aggressive client action **is reported in the Hospital's Staff Safety Reporting System , a summary of the incident will be provided for review as a part of the meeting package** ~~such action will be recorded and reviewed at the applicable Joint Health and Safety Committee Meetings.~~

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 **Local Coordinator/ Bargaining Unit President (1 position) , Vice Bargaining Unit President, Grievance officer** 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 Coordinator/ Bargaining Unit President (1 Position)** 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.

X.8 (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 **which includes all of the satellite sites. A Nurse elected to the position of Site VP of the Heart Institute shall be granted 7.5 hours per pay period paid by the Hospital.** 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.

Y.10 Mentorship and Preceptorship

The hospital will provide, on a regular basis, all nurses with an opportunity to indicate their interest in assuming a mentorship or preceptorship role. If not selected, the hospital will discuss ways in which she or he may be successful for future opportunities.