

**APPENDICES TO THE
COLLECTIVE AGREEMENT**

Between:

**CORNWALL COMMUNITY HOSPITAL
(Hereinafter referred to as "the Hospital")**

And:

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

Expiry Date: March 31, 2011

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APPENDIX 3
SALARY SCHEDULE

Registered Nurse

Effective Date	April 1, 2008	April 1, 2009	April 1, 2010
Start	27.67	28.50	29.36
1 year	28.08	28.92	29.79
2 years	28.55	29.41	30.29
3 years	29.95	30.85	31.78
4 years	31.37	32.31	33.28
5 years	33.14	34.13	35.15
6 years	34.91	35.96	37.04
7 years	36.71	37.81	38.94
8 years	39.31	40.49	41.70
25 years	40.00	41.20	42.44

Diabetes – Discharge Planning Nurse
 Clinical Resource Nurse
 Nursing Coordinator – Rehab
Team Leader

Effective Date	April 1, 2008	April 1, 2009	April 1, 2010
Start	28.51	29.36	30.25
1 year	29.77	30.66	31.59
2 years	29.78	30.68	31.59
3 years	31.15	32.08	33.05
4 years	32.63	33.61	34.62
5 years	34.46	35.49	36.55
6 years	37.01	38.12	39.26
7 years	38.17	39.31	40.48
8 years	40.89	42.12	43.38
25 years	41.60	42.85	44.14

NOTE: Diabetes Nurse and Discharge Planning Nurse are red-circled at the hourly rate in effect at March 20, 2006 and will progress on the Registered Nurse grid thereafter.

APPENDIX 4

SUPERIOR CONDITIONS

Clause #	
Central Contract	Applicable clause from existing Full-time Collective Agreement
12.08	17.10 <u>Sick Leave and Long Term Disability</u>
	(a) The Hospital agrees to continue and the Association agrees to accept the present sick and long term disability plans.
	(b) For those eligible employees who have banked days from previous sick leave plans, the sick leave banked shall be utilized to supplement payment for sick leave days under the present plan which would otherwise be at less than full wages.
	(c) (i) An employee having accrued sick leave to her credit shall on severance, except dismissal for cause, after five (5) years of service receive thirty percent (30%) of her accrued sick leave up to a maximum of twenty-five (25) days at the rate of pay effective immediately prior to the severance.
	(ii) An employee having accrued sick leave to her credit shall on severance, except dismissal for cause, after ten (10) years of service receive fifty-five percent (55%) of her accrued sick leave up to a maximum of fifty-five (55) days at the rate of pay effective immediately prior to the severance.
	(iii) An employee having accrued sick leave to her credit shall on retirement receive one hundred percent (100%) of her accrued sick leave up to a maximum of one hundred (100) days at the rate of pay effective immediately prior to termination.
	(d) A nurse who transfers from full time to part- time may elect to retain her accumulated sick leave credits to be utilized during subsequent full-time employment.
16.01	Full-time nurse teachers shall be entitled to one additional week of vacation with pay.

SUPERIOR CONDITIONS

Clause #

Central Contract

Applicable clause from existing Part-time Agreement

15.01

Note 15.04 A casual part-time nurse who works on any of the holidays listed in 15.01 shall be paid at the rate of time and one-half (1-1\2) her regular straight time hourly rate for all hours worked on such holiday subject to the application of Article 14.04 regarding hours worked.

APPENDIX 5

LOCAL PROVISIONS

ARTICLE A - RECOGNITION AND DEFINITIONS

- A.1 The Hospital recognizes the Association as the exclusive bargaining agent for all registered and graduate nurses employed in a nursing capacity by the Cornwall Community Hospital, save and except students, Supervisors, Managers, Directors and persons above the rank of Supervisor, Manager, Directors, Employee Health Nurse and persons already represented by a bargaining agent.
- A.2 The word "nurses" when used in this Agreement shall mean persons in the above described 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 modified by 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, quality patient care and efficiency;
 - (b) hire, transfer, layoff, recall, suspend or otherwise discipline nurses, provided that a claim by a nurse that she has been discharged, suspended 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, work assignments, and the working establishment for the service;
 - (d) generally to manage the operation that the Employer is engaged in without restricting the generality of the foregoing, to determine the number of personnel required, methods, procedures and equipment in connection therewith;
 - (e) make, enforce, and alter from time to time reasonable rules and regulations to be observed by the nurses, which are 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.

ARTICLE C - REPRESENTATION AND COMMITTEES

- C.1 Nurse Representatives
- There shall be one (1) representative per unit.

Grievance Committee

When members of the Grievance Committee are scheduled to work other than the day shift on a day of second step grievance meeting, the Employer shall endeavour to reschedule the affected nurse to the day shift.

C.2 The Hospital shall meet with no more than three (3) committee members at one time.

C.3 Hospital-Association Committee

Each of the parties shall name a maximum of four (4) representatives.

C.4 Negotiating Committee

There shall be a negotiating committee of up to five (5) nurses elected by the Bargaining Unit including both full-time and part-time representation.

C.5 The Hospital shall inform the Association monthly of the times scheduled for newly hired nurses, if any, and the interview may be arranged collectively or individually by the Hospital.

C.6 The Employer will pay the Bargaining Unit President or designate at her/his regular straight time hourly rate for all time spent attending meetings at the request of the Employer outside her/his regularly scheduled hours.

C.7 Professional Development Committee

Each party shall designate at least two (2) representatives. The committee will meet to develop and implement guidelines which will govern the operation of this committee.

ARTICLE D - LEAVE OF ABSENCE

D.1 The granting of leaves of absence for Association business shall be governed by the following:

- (a) The Association shall provide the Hospital with two weeks notice of such leave;
- (b) No more than three nurses shall be absent from each site at any one time and no more than one (1) nurse from any unit excluding the Bargaining Unit President;
- (c) The cumulative total number of days of leave shall be one hundred (100), including both full-time and part-time representatives.

D.2 Local Co-ordinator Leave

The Hospital agrees to grant leaves of absence, without pay, to nurses elected to the position of Local Co-ordinator. Subject to reasonable notice, it is understood and agreed that a Local Co-ordinator shall be granted such leave(s) as she or he may require to fulfil the duties of the position.

ARTICLE E - SCHEDULING PROVISIONS

- E.1 (a) i) A nurse shall be scheduled at least two (2) weekends off in four (4). The employer will continue to endeavour to schedule nurses one (1) weekend off in two (2).
- ii) It is understood that a weekend consists of fifty-six consecutive hours off work during the period following the completion of the Friday shift until the commencement of the Monday shift.
- (b) A Full-time nurse will be scheduled four (4) days off every fourteen (14) days. In any two week period at least two (2) consecutive days off must be scheduled. The remaining two (2) days off may be split by mutual consent.
- (c) When scheduled four (4) consecutive extended tours or combination of extended tours and 7.5 hour tours the nurse will be scheduled forty-eight (48) consecutive hours off.
- (d) Nurses shall not be scheduled to work more than seven (7) consecutive days.
- (e) Split tours shall not be scheduled.
- (f) A Full-time nurse shall not be required to change her tour of duty more than once in a one week period.
- (g) A period of sixteen (16) hours off shall be scheduled between a change of tours and at least forty-eight (48) hours time off shall be scheduled following night duty.
- (h) These scheduling regulations may be modified between December 15th and January 10th, so that all nurses will receive five or more consecutive days off unless requested otherwise at either Christmas or New Year's. Time off at Christmas shall include Christmas Eve, Christmas Day and Boxing Day, and time off at New Year's shall include New Year's Eve and New Year's Day. Nurses may request additional days off at Christmas or New Year's, approval for such time off shall not be unreasonably denied. If requested, the Employer will continue to endeavour to schedule 7.5 hour tours on December 24th, 25th, 26th, 31st, and January 1st.

The Employer shall advise each nurse of these days six (6) weeks in advance.

This provision shall not apply to any area where nurses normally work Monday to Friday and are not normally scheduled to work on paid holidays, however, these nurses may schedule vacation days off at this time, if it does not interfere with staffing needs of the Hospital.

The scheduling of time off at Christmas and New Year's shall be done on a nursing unit basis, provided that the complement of qualified nurses is maintained in the unit, in a manner as follows:

- i) On an alternating basis unless otherwise mutually agreeable between the parties.

- ii) In the event of conflicts, seniority will govern.

E.2 The regular part-time nurses shall be available for:

- (a) six (6) tours per two (2) weeks with a minimum of forty-five (45) hours per two (2) weeks schedule
- (b) two (2) weekends out of four (4);
- (c) three (3) paid holidays per year excluding Christmas and New Year's;
- (d) two (2) tours of duty (days-evenings, days-nights, evenings-nights) new hires as of June 1, 2000 will have to be available for all tours;
- (e) Christmas or New Year's; Christmas being Dec. 24, 25 and 26 and New Year's being Dec. 31 and Jan. 1.
- (f) Fifty-two weeks per year minus vacation entitlement;
- (g) Shall make her commitment in writing.

E.3 Schedules shall be posted four (4) weeks in advance. The Hospital shall notify the nurse of any changes after the schedule is posted and such notification shall be initialed by the notifier.

E.4 A nurse who wishes to change her posted schedule shall submit the request in writing for the approval of her immediate supervisor, a request for the change co-signed by the nurse willing to exchange with her. If circumstances prevent written requests verbal approval of the immediate supervisor must be obtained prior to the exchanging. It is understood that such request will not be unreasonably denied.

E.5 Requests for specific days off shall be submitted 2 weeks in advance of the posted schedule.

E.6 A nurse will receive premium pay:

- (a) For all work performed after working seven (7) consecutive days of work without days off until such days are scheduled.
- (b) For all work performed on her third and consecutive weekend save and except where:
 - i) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
 - ii) such employee has requested weekend work, including by application for a posted position which includes only weekend work; or
 - iii) such weekend is worked as a result of an exchange of occasional shifts with another employee.

- (c) For all work performed as a result of failure to schedule two consecutive tours off between a change of tour or at least 48 hours off following night duty.
 - (d) Where a nurse chooses equivalent time off under 14.09, such time off must be taken no later than March 31st of each year. Any request for time off in lieu shall not be unreasonably denied.
- E.7
- (a) 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.
 - (b) When preparing the unit schedule, shifts will be distributed amongst the regular part time nurses on an equitable basis. All shifts that become available after the schedule has been posted will be offered by seniority, first to regular part-time nurses on the unit, then Job Sharers on the unit, prior to offering additional 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;
 - v) Provided they are qualified, nurses may submit their availability to work additional tours to more than one unit.
- E.8 After the schedule has been posted and additional tours have been offered in accordance with E.7, any shifts attracting premium pay (time and one-half) shall be offered first to regular part-time nurses, then to job sharers on the unit on the basis of seniority, then to full-time nurses on the unit on the basis of seniority.
- E.9 Rest periods shall be scheduled in each half tour.
- E.10 Prior to initiating weekend or individual special circumstance arrangements as per central language 13.04 and 13.05, the employer will notify and meet with the union to discuss and develop any necessary guidelines that will govern the particulars when introducing innovative scheduling.
- E.11 Vacancies
- Full-time and part-time nurses may be considered for temporary full-time vacancies as per Article 10.06 (d) of the Central Agreement
- E.12 Flexible Hours
- Full-time nurses in the following classifications shall continue in their scheduling pattern of flexible hours:

Out-Patient Mental Health Nurse
Discharge Planning - Diabetic Nurse

- E.13 Full-time nurses in the out-patient psychiatric department will not be entitled to overtime payment when their flexible hours result in less than sixteen (16) hours off between shifts, unless they are required to work more than thirty-seven and one-half (37 ½) hours per week.
- E.14 Where an employee has been called in from standby and worked the hours after 2400 hours, such employee will not be required to work the day shift unless she or he does so by mutual agreement between the employee and hospital.
- E.15 Extended Hour Tours
- (a) Extended hour tours will be implemented in a unit when at least 75% of the nurses indicate by secret vote that they wish extended tours and the Director of the Employment Standards Branch at the Ministry of Labour gives approval.
 - (b) Extended hour tours will be discontinued at any time after six (6) months of the implementation of such tours if at least 65% of the nurses involved indicate in a secret vote that they no longer wish to work extended tours.
 - (c) Nurses on units that implement extended hour tours may still have the option of working their normal tour on that unit, if the scheduling pattern permits.
 - (d) Nurses will not be scheduled to work more than four (4) consecutive days.
 - (e) A period of 11 ¾ hours shall be scheduled between a change of tours and at least 48 hours time off shall be scheduled following night duty.
 - (f) A nurse will receive premium pay:
 - i) for all hours worked after working four (4) consecutive scheduled tours of work;
 - ii) for all work performed on her third consecutive weekend with the exceptions provided for in E.6 (b).
- E.16 A full-time employee, with the exception of nurses working in the OR, will not be scheduled for standby on a scheduled day off or scheduled on a weekend off, unless mutually agreed between the employee and the Hospital.
- E.17 A regular part-time who is unable to meet scheduled commitments, without sufficient reason, four (4) times over a twelve (12) week period of scheduling may be transferred to casual status at the discretion of the hospital.
- E.18 A casual part-time nurse who works either less than forty-five (45) hours or less than six (6) tours, during a period of six (6) consecutive months will be offered the option to resign, otherwise his/her employment will be terminated unless the Hospital agrees that there is a special circumstance.

ARTICLE F - PAID HOLIDAYS

F.1 The following shall be recognized as paid holidays:

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

F.2 Lieu days will be scheduled by mutual agreement within sixty (60) days either side.

F.3 Holiday pay shall be paid starting at 2300 hours the evening prior to the paid holiday until 2300 hours on the day of the paid holiday.

ARTICLE G – VACATIONS

- G.1 (a) Vacation requests for the period May 1st to October 31st shall be submitted to the Director of the unit by March 1st preceding. Vacation requests approved or denied for the above period shall be posted by April 1st. The draft working schedule for the period June 30th through Labour Day (inclusive) shall be posted by June 1st. It is understood that the hours in the draft schedule exclusive of the period covered by E.3 may be changed at the discretion of the Manager without notification to the affected employees.
- (b) Vacation requests for the period November 1st to April 30th shall be submitted to the Director of the unit by September 1st preceding. Vacation schedules shall be approved by October 1st.
- (c) During the period of June 15 to September 15 inclusive, which is considered to be "prime time", no Employee will be scheduled for vacation in excess of one hundred and fifty (150) hours for full time and four (4) weeks for part-time. This will not preclude the Employer from granting more vacation where operationally possible if requested. Such scheduling is intended to give a fair opportunity to all Employees to receive vacation during the "prime time".
- (d) When there are conflicting requests for vacations the most senior nurse shall be entitled to her vacation preference.
- (e) Vacations may be taken at any time of the year except during the period December 15th to January 10th unless such request can be accommodated. Vacation quotas shall consider both full-time and part-time nurses' requests on an equitable basis. Upon receiving a written request, the Manager will give a nurse written reasons for denial of vacation request. The Hospital will grant vacation requests subject to the staffing needs of the Hospital so that appropriate levels of service and quality are maintained.
- (f) The Hospital will endeavour to schedule the weekend off before or after with a nurse's vacation.

- (g) When a nurse is scheduled to start vacation, the hospital will not schedule her/him to work nights unless the nurse has requested it or it is part of her/his master rotation.
- (h) Applicable vacation pay shall be paid to all part-time nurses on each paycheque.
- (i) Notwithstanding the above vacation requests may be submitted at any time during the vacation calendar year. Any requests submitted after the designated request dates shall be considered on a first come first served basis.

ARTICLE H – MISCELLANEOUS

- H.1 A nurse, upon submission of an expense claim, will be reimbursed for the use of her own motor vehicle in the performance of her duties at the rate of thirty-two (32) cents per kilometre or as per Hospital policy, whichever is the greater amount.
- H.2 The Hospital shall provide access to a bulletin board on each unit for the posting of notices related to Association business. Such notices must be signed by the Bargaining Unit President or designate and approved by the Administrator of the Hospital or designate.
- Notices for meetings shall be posted in each unit's bulletin board.
- H.3 A copy of the current seniority list will be filed with the Bargaining Unit President or her designate in April and October. A copy of the seniority list shall also be posted at the same time.
- H.4 The number of nurses that may be absent at any one time on a pre-paid leave shall not exceed the following:

Second Street site

- one nurse, normally assigned to work on Dialysis, and
- one nurse, normally assigned to work on Medicine, and
- one nurse, normally assigned to work on In-Patient Psychiatry, and
- one nurse normally assigned to work in Out-Patient Mental Health, and
- one nurse, normally assigned to work in Emergency, and
- one nurse, normally assigned to work in C.C.U., and
- one nurse, normally assigned to work in the surgical suite\recovery room, OPS, and
- one nurse, normally assigned to work in the rehabilitation unit.

McConnell Street site

- one nurse, normally assigned to work on Surgery, and

- one nurse, normally assigned to work on Medicine, and
- one nurse, normally assigned to work on C.C.U, and
- one nurse, normally assigned to work on Maternal Child, and
- one nurse, normally assigned to work in Emergency, and
- one nurse, normally assigned to work in Operating Recovery Room, and.
- one nurse, normally assigned to work in discharge planning, diabetic nurse, ambulatory care or nurse educator.

H.5 If a nurse is unable to attend work he/she must advise the Nurse Manager of the Unit or designate at least four (4) hours prior to the commencement of a night or evening tour (except for the 1100 to 2300 hour tour where two (2) hours are required) or one (1) hour prior to the commencement of a day tour.

H.6 The Hospital, with the nurse's consent will inform the Association within three (3) days of any nurse who has been assaulted while performing her work. Such information shall be submitted in writing to the Association as soon as possible.

The Hospital will consider request for reimbursement for damages incurred to the nurse's personal property such as eye glasses, ripped uniforms, personal clothing as a result of being assaulted while performing her work.

H.7 Retiree Benefits – Process for Payment

Any bargaining unit nurse who retires and wishes to maintain participation in the benefit plans as outlined in Article 17.01(h) will provide advance payment of the benefits through a preauthorized withdrawal process.

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

The Employer will notify the retiree of the benefit costs in January of each year, and each time the benefit costs are renegotiated by the Employer.

H.8 Where two or more nurses have an identical seniority date, College of Nurses registration will be used as the determining factor.

ARTICLE I - REASSIGNMENT

I.1 For the purpose of a single shift reassignment as referred to in Article 10.08 (a), the Hospital will reassign nurses on the following basis:

- (a) Patient care and safety requirements will take priority in all reassignments;
- (b) Where possible, reassignment will first be of a qualified nurse who volunteers;
- (c) Where possible, the least senior nurse will be reassigned;

- (d) The Hospital will not normally reassign probationary or orientation nurses.

ARTICLE J - MODIFIED WORK

- J. 1 The Hospital and Union both recognize their obligations in providing modified work to disabled employees to meet their obligations for providing reasonable accommodation to the point of undue hardship. The Hospital and the Union agree that ongoing timely communication by all participants in this process is essential to the success of the process.

- J.2 A Return to Work Committee (RWC) will be established, at least one member of which will be a representative of the Union. The Committee will meet once per month, or as necessary. The Union member on the Committee will suffer no loss of regular earnings for attendance at such meetings. If the Union member is required to attend on a day off, they will receive pay at straight time or time in lieu where possible for hours spent in return to work meetings. Such hours are invisible for the purpose of determining premium.
 - (a) The Hospital will provide an updated list of information to the RWC before each monthly meeting including the following:
 - i) Employees absent from work because of disability who are in receipt of Workplace Safety Insurance Board benefits;
 - ii) Employees absent from work because of disability who are in receipt of Long Term Disability benefits including last day worked; and
 - iii) Employees who required temporary or permanent accommodation in the workplace.
 - (b) It is understood that return to work plans for disabled employees will be in accordance with human rights requirements.
 - (c) The RWC shall review all policies and programs dealing with accommodations and early and safe return to work plans to ensure that they are consistent with human rights principles.

ARTICLE K - JOB SHARING

- K.1 Job sharing requests with regard to full-time positions shall be considered on an individual basis.

- K.2 Total hours worked by the job sharer shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) nurses and the Nurse Manager.

- K.3 For the purpose of the position, the above schedules shall conform with the Full-time scheduling provisions.

- K.4 Job sharers will have the option of determining between themselves which partner will work on a scheduled tour, however all scheduled tours must be covered.

K.5 Each job sharer may exchange shifts first with her partner, failing that, with other nurses as provided by the Collective Agreement.

K.6 The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.

K.7 Coverage

(a) It is expected that both job sharers will cover each other's incidental illnesses if possible, the unit supervisor must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.

(b) Vacation, Maternity Leave, and other leaves pursuant to Article 11 of the Central Agreement

In the event that one member of the job sharing arrangement goes on any of the above leaves of absence the coverage will be negotiated with the unit supervisor, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

K.8 Implementation

(a) Where the job sharing agreement arises out of the filling of a vacant full-time position, both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.

(b) Any incumbent full-time nurse wishing to share her position, may do so without having her portion of the position posted. The other portion of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.

(c) If one of the job sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining nurse will have the option of continuing the full-time position or reverting to a part-time position for which she is qualified. If she does not continue full-time, the position must be posted in accordance with the Collective Agreement.

Clarity Note: Applies only as long as both existing partners B. Higham and C. Dore remain. Should either vacate, B. Higham retains the right to return to full-time status so long as C. Dore is her partner.

(d) Job sharers may work mutually agreed upon additional shifts at regular hourly rate plus a percentage in lieu of benefits, provided that Regular Part-time Nurses have the right to first refusal of these shifts.

(e) For the above agreed upon additional hours the Part-time scheduling provisions shall apply.

- (f) When either party decides to discontinue the job sharing agreement the job sharers will revert to Regular part-time and the full-time position shall be posted.

K.8 Discontinuation

- (a) Either party may discontinue the job sharing arrangement with ninety (90) days notice. 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 L - MUSCULOSKELETAL INJURY PREVENTION AND CONTROL

- L.1 (a) The Hospital in consultation with the Joint Health & Safety Committee (JHSC) shall develop, establish and put into effect, musculoskeletal injury prevention and control measures, procedures, practices and training for health and safety of employees.
- (b) At least once a year, the musculoskeletal injury prevention and control measures, procedures, practices and training shall be reviewed and revised in light of the current knowledge of practice.
- (c) The Hospital will provide training on musculoskeletal injury prevention and control measures, procedures, practices and equipment to all employees during new employees' orientation and thereafter as required.

ARTICLE M – NEEDLESTICK AND SHARPS INJURIES

- M.1 The Hospital's program for the prevention of needlestick and sharps injuries program shall be evaluated annually by the Hospital in consultation with the Joint Health & Safety Committee.

ARTICLE N – VIOLENCE IN THE WORKPLACE

- N.1 (a) Violence shall be defined as any incident in which a nurse is abused, threatened or assaulted during the course of his/her employment. It includes the application of force, threats with or without weapons and severe verbal abuse. The Hospital agrees that such incidents will not be condoned. Any nurse who believes he/she has been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation.
- (b) The Hospital agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situation and support to nurses who have faced workplace violence. These policies and procedures shall be communicated to all nurses.

- (c) The Hospital will report all incidents of violence to the Joint Health and Safety Committee for review.
- (d) The Hospital agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated as required.
- (e) The Hospital, with the nurse's consent, will inform the Union within three (3) days of any nurse who has been subjected to violence while performing his/her work. Such information shall be submitted in writing to the Union as soon as possible.
- (f) The Hospital will consider requests for reimbursement for damages incurred to the nurse's personal property, such as eyeglasses, ripped uniforms, personal clothing, as a result of being assaulted while performing his or her work.

ARTICLE O - PAY PERIOD

- O.1
- (a) The Employer shall pay its nurses every two (2) weeks.
 - (b) Any omission of \$50.00 or more on a nurse's pay, if requested by the nurse shall be paid to the nurse by the end of the next business day from the date of the request.

Dated at Cornwall, Ontario this 11th day of May, 2009

FOR THE EMPLOYER

Dein
Ramsay
MacDonald
R. Ligon

FOR THE UNION

MacDonell
Labour Relations Officer
P. O. Shaughnessy
Shulley
P. Buckert
W. Watson
Maurice Hartle

LETTER OF UNDERSTANDING

Between:

CORNWALL COMMUNITY HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

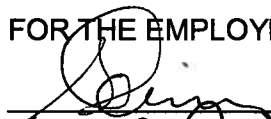
Re: Composite Positions

The parties recognize the current shortage of nurses and in an effort to retain and recruit experienced nurses the parties agree without prejudice and precedent to the creation of composite positions between two (2) units to provide Full-time employment on the following basis:

1. The composite position will be in _____ unit and _____ unit.
2. The job posting will clearly indicate the nursing units in which the full-time hours will be worked.
3. The nurse(s) in the composite position will be on a master rotation.
4. The Nurse in the composite position will be assigned to one (1) unit as her/his home unit for the purposes of vacation, layoff, recall or any other provision dealing with seniority rights.
5. All provisions of the Collective Agreement will apply to the position.
6. The parties agree to meet within the first six (6) months to review the position and by mutual agreement amend the terms and conditions as required.
7. Prior to the creation of new composite positions between units the Hospital will meet with the association to discuss the new positions.

Dated at Cornwall, Ontario this 11th day of May, 2009.

FOR THE EMPLOYER



 Ramsay

 K. Langan

FOR THE UNION



 Labour Relations Officer






MacDonald

Watson

Mason Hartle

LETTER OF UNDERSTANDING

Between:

CORNWALL COMMUNITY HOSPITAL

And:


ONTARIO NURSES' ASSOCIATION


Re: Individual Special Circumstances


The parties agree that any request for Individual Special Circumstances will be approved on an individual basis as per provisions of the Central Collective Agreement and the parties will meet to discuss each request.


Dated at Cornwall, Ontario this 11th day of May, 2009.

FOR THE EMPLOYER

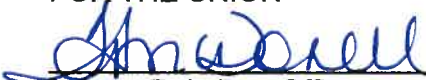


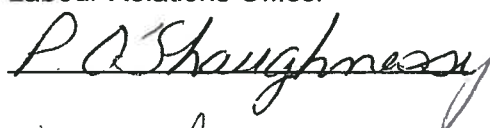





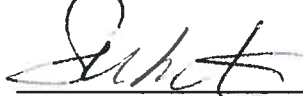


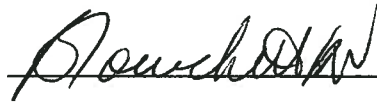
FOR THE UNION




Labour Relations Officer










LETTER OF UNDERSTANDING

Between:

CORNWALL COMMUNITY HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION


Re: Self Scheduling


Where it is the intention of the parties hereto to self-schedule for full-time and/or part-time employees, the parties hereby agree to the following:


1. Seventy-five percent (75%) of the staff must indicate by secret ballot their willingness to participate prior to commencement of a trial of self-scheduling. This vote will be conducted by the Union on the Unit.
2. A trial of self-scheduling shall run for a six month period after which the participants will indicate by 75% vote, by secret ballot their willingness to continue, with the agreement of the Unit Director.
3. Employees participating in self-scheduling shall be responsible for scheduling their paid holidays and lieu days.
4. The Unit Director shall review and approve the self-scheduling schedules to assure that adequate coverage is maintained. Such approval shall not be unreasonably withheld.
5. Sixty-five percent (65%) of the staff must indicate by secret ballot their desire to cancel the self-scheduling arrangement. The parties shall meet within four (4) weeks written notice to the other to discuss the rationale for cancelling the self-scheduling arrangement.
6. The Collective Agreement shall apply in all respects.
7. Either party may discontinue the self-scheduling arrangement in a unit with ninety (90) days notice. The parties agree to meet within four (4) weeks of written notice of discontinuance to discuss the rationale for discontinuance of the self-scheduling arrangement.

Dated at Cornwall, Ontario this 11th day of May, 2009.

FOR THE EMPLOYER







FOR THE UNION



Labour Relations Officer



MacDonald

Shelley Hest

W. H. Hest

Maura Hest

LETTER OF UNDERSTANDING

Between:

CORNWALL COMMUNITY HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Re: Shifts Offered in Error

When a nurse is not called in for a tour in accordance with the Collective Agreement, and has been disadvantaged by such action and does not have an opportunity to become aware of the scheduling error prior to the missed shift being worked, the unit manager will proceed as follows:

- (a) Schedule the nurse on the subsequent time sheet an "extra" shift. For the purpose of this agreement, an "extra" shift which is in addition to the shifts scheduled to provide the regular staffing complement and will not be counted towards the nurse's commitment.
- (b) Such shift will be in addition to the nurse's regular schedule. Such shift shall be at a mutually agreeable time.
- (c) For part-time nurses, scheduling of the extra shift will be mutually agreed and scheduling before the expiration of the next posted schedule. The tour will be paid at the straight-time hourly rate or the applicable over-time rate if the shift missed was at premium.
- (d) For full-time nurses, scheduling of the extra shift will be mutually agreed upon by the unit manager and the nurse and the tour will be at the premium rate (1.5 times the regular hourly rate).
- (e) When a nurse is scheduled to work an extra shift and a staffing deficiency subsequently arises for that shift which requires replacement, the hospital will attempt to replace that shift at straight time. If the Hospital is unable to find a replacement the nurse who is scheduled for the extra tour will be reassigned as the replacement.
- (f) Notwithstanding (e) above, the Hospital may also follow its usual practice in reassigning an available nurse, including but not necessarily the extra nurse, providing that the nurse is qualified to perform the available work.
- (g) In the event of (e) or (f) above, the nurse will be given a subsequent "extra" shift at a mutually agreed time.

Dated at Cornwall, Ontario this 11th day of May, 2009.

FOR THE EMPLOYER

Quin
Ramsay
K. Leupen
Chaudhry

FOR THE UNION

John Donnell
Labour Relations Officer
P. Stoughness
Shelley White
Boudreau
W. Watson
Maureen Hettle

LETTER OF UNDERSTANDING

Between:

CORNWALL COMMUNITY HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Re: Assertive Community Treatment Team

The parties agree to accept the RNs currently members of the Collective agreement between the Brockville Psychiatric Hospital (ROHCG) and ONA effective the date of transfer under the following conditions:

1. Provisions of the ONA Collective Agreement local provisions expiry date March 31, 2008 apply with the following exceptions.
2. The normal or standard work week for a Full-time Nurse who is engaged in providing direct care to patients shall be eighty (80) hours except where, prior to the date of execution of this agreement, the Employer provides a different standard or normal work week or work day, in which case, those alternate schedules shall be maintained during the life of this collective agreement, unless agreement is reached between the Association and the Employer to vary those established schedules.
3. Overtime Definition
Overtime for Full-time Nurses shall be defined as all authorized hours worked in excess of the normal or standard workday, or in excess of the normal or standard work week. The overtime rate shall be one and one-half (1 1/2) times the regular straight time rate of pay.
4. Critical Intervention Allowance
Nurses designated by the Employer to be providers of critical intervention care to outpatients will be entitled to Overtime Pay as per Article 14.03 of the Collective Agreement when the Nurse on Standby receives a telephone call from a patient that requires crisis intervention but does not require the nurse to physically meet with the patient.
5. Car Allowance/Business Insurance
 - (a) Nurses required to use their own cars when working in the community will receive an allowance in accordance with the Employer's policy for reimbursement at current rates.
 - (b) Community Care Team Nurses, who use personal vehicles only, and are required to use personal vehicles in the course of their job duties, where identified during the recruiting process as a bona fide occupational

qualification, will be reimbursed for additional insurance coverage required for their cars when used for work purposes, up to a maximum of two hundred and fifty dollars (\$250.00) annually.

Dated at Cornwall, Ontario this 11th day of May, 2009.

FOR THE EMPLOYER

Oliver
Ramsay
Macdonald
K. Ligon

FOR THE UNION

John Dowell
Labour Relations Officer
P. S. Shaughnessy
Donohoe
W. W. W. W.
Smith
Maureen Shettle

LETTER OF UNDERSTANDING

Between:

CORNWALL COMMUNITY HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Re: Offering of Additional Shifts After Schedule Has Been Posted

It is understood that staffing will allow the nurse two (2) hours to return the call to accept any shift that is offered with greater than 72 hours notice.

Dated at Cornwall, Ontario this 11th day of May, 2009.

FOR THE EMPLOYER

Devin

Ransay

L. Leung

Macdonald

FOR THE UNION

Amorah

Labour Relations Officer
P. S. Shaughnessy

Shelley White

David

W. Watson

Maurice Hartle

LETTER OF UNDERSTANDING

Between:

CORNWALL COMMUNITY HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Re: Working Group to Review Banking of Overtime for Part-time Nurses

The parties agree to establish a joint working group to review the feasibility of establishing a system whereby part-time nurses could bank overtime.

It is understood such working group will be struck and shall meet within sixty (60) days.


This committee shall be composed of three (3) union representatives and three (3) employer representatives.

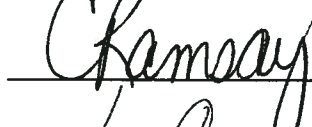
Such committee shall have the authority to determine the terms and conditions of a trial period should one be recommended.


Pursuant to the Reilly Interest Arbitration Award dated April 3, 2009, this letter is renewed to allow the parties at least one more year to work together as a "working group" to review this issue.


Dated at Cornwall, Ontario this 11th day of May, 2009.

FOR THE EMPLOYER










FOR THE UNION



 Labour Relations Officer

