

**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: June 7, 2021**

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**APPENDIX 3**  
**SALARY SCHEDULE**

**Effective April 1, 2020 - 1%**

Classification	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 25
Registered Nurse	\$33.56	\$33.72	\$34.28	\$35.98	\$37.67	\$39.79	\$41.94	\$44.08	\$47.22	\$48.05
Team Leader; Clinical Nurse Educator	\$34.58	\$35.76	\$36.39	\$37.42	\$39.18	\$41.38	\$44.44	\$45.82	\$49.11	\$49.95
Charge Nurse	\$35.56	\$35.72	\$36.28	\$37.98	\$39.67	\$41.79	\$43.94	\$46.08	\$49.22	\$50.05
Nurse Practitioner	\$50.51	\$51.57	\$52.62	\$53.70	\$54.76	-	-	-	-	-

**Effective April 1, 2021 - 1%**

Classification	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 25
Registered Nurse	\$33.90	\$34.06	\$34.62	\$36.34	\$38.05	\$40.19	\$42.36	\$44.52	\$47.69	\$48.53
Team Leader; Clinical Nurse Educator	34.93	36.12	36.75	37.79	39.57	41.79	44.88	46.28	49.60	50.45
Charge Nurse	35.92	36.08	36.64	38.36	40.07	42.21	44.38	46.54	49.71	50.55
Nurse Practitioner	51.02	52.09	53.15	54.24	55.31	-	-	-	-	-

**APPENDIX 4**

**SUPERIOR CONDITIONS**

Clause #	Applicable clause from existing Full-time Collective Agreement
12.08	17.10 <u>Sick Leave and Long Term Disability</u> <ul style="list-style-type: none"><li>(a) The Hospital agrees to continue and the Association agrees to accept the present sick and long term disability plans.</li><li>(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.</li><li>(c)<ul style="list-style-type: none"><li>(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.</li><li>(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.</li><li>(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.</li></ul></li><li>(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.</li></ul>
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 Unit Nurse Representatives**

There shall be one (1) representative per unit.

C.2 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.

The Hospital shall meet with no more than four (4) 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 Union monthly of the names and the position held by all newly hired nurses. The Union interview with the newly hired nurse may be arranged collectively or individually with the orientation facilitator.

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

In accordance with Article 9.02 (a), there shall be a Professional Development Committee consisting of 50% ONA membership as elected by the members, one of whom is the ONA President.

C.8 Quarterly Labour Management Scheduling Review

The Labour Management Committee will discuss scheduling issues at least quarterly. Labour Management Meetings will be prescheduled on a yearly basis on mutually agreed upon dates and times.

A copy of all unit schedules will be sent electronically to the union representative prior to the quarterly scheduling meeting.

Purpose of the Quarterly Review:

- (a) To act in an advisory capacity and to discuss, identify and assist in the resolution of scheduling concerns;
- (b) To offer suggestions around unit schedules.
- (c) To review all new and revised master schedules to ensure compliance with the collective agreement;
- (d) To encourage and promote unit self-scheduling to improve the job satisfaction of full-time and regular part-time employees.

**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) The Employer will endeavour to provide an equitable distribution of shift work on the posted schedule among the regular part time employees in the unit.
- (i) These scheduling regulations may be modified between December 15<sup>th</sup> and January 10<sup>th</sup>. Upon request, nurses will receive five or more consecutive days off at either Christmas or New Year's. Time off at Christmas shall include December 24, December 25 and December 26, and time off at New Year's shall include December 31, January 1 and January 2. 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 the above noted days.

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, the Employer will endeavour to pre-schedule a minimum of 22.5 hrs per pay period on their own unit.
- (b) two (2) weekends out of four (4);
- (c) four (4) paid holidays per year excluding Christmas and New Year's, two (2) of which will be those that fall between the dates of May 15<sup>th</sup> and September 15<sup>th</sup> of each year.
- (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 December 24, 25 and 26 and New Year's being December 31 and January 1 and January 2 alternating yearly; in the event of conflict, seniority will govern.
- (f) Fifty-two weeks per year minus vacation entitlement;
- (g) Shall make her commitment in writing.

### E.3 Master Rotations

- (a) Where it is determined by the Employer that a master rotation schedule needs to be changed due to a permanent long-term lay-off, or there is an addition of new full-time or part-time position(s), the Union and the employees on the affected unit will be provided with sixty (60) days' notice that their master rotation may be amended.
- (b) The Employer will draft a new master rotation for the affected unit. Nurses on the affected unit may also draft new master rotations respecting the provisions of the collective agreement and the needs as identified by the Employer. All proposed schedules must be approved by the Employer before they can be included in the staff vote for a new master rotation. The new Master Rotation must be posted for seven (7) days prior to the vote. Nurses excluding casuals on the affected unit will vote to select their preferred master rotation schedule as per Article E4.
- (c) Where a master rotation schedule is changed pursuant to the above, individual schedule rotations will be awarded on the basis of seniority, considering a balanced skill mix (novice to expert) (experience and knowledge) of the registered nurses. Job share partners will use the seniority of the senior partner for the purposes of master rotation line selection.
- (d) The bargaining unit President will be given a copy of all existing Master rotations at the time they are changed.
- (e) When a permanent full time line becomes vacant it will be offered by the Manager, on the basis of seniority considering a balanced skill mix (novice to expert) (experience and knowledge) of the registered nurses on the unit who have expressed, in writing to their manager, their intention to work this rotation. This will be done by using the established unit transfer book, which is to be completed on an annual basis and renewed every January 1<sup>st</sup>. The resulting vacancy will be posted as per article 10.07 of the Central Collective Agreement.

E.4 When voting on a new master rotation, where more than one master is approved by management and presented, it is required that seventy-five (75%) of the employees on the unit place a vote. To have the schedule accepted, the votes must equal or exceed seventy-five (75%) in favour of the schedule; otherwise the employer will determine the new rotation.

E.5 Schedules shall be posted in an area that is accessible at all times to the nurses. Schedules shall be posted four (4) weeks in advance and cover a 4 week period. The Hospital shall notify the nurse of any changes after the schedule is posted and such notification shall be initialed by the notifier.

E.6 A nurse who wishes to change her posted schedule shall submit the request in writing for the approval of her immediate supervisor or designate, a request for the change co-signed by the nurse willing to exchange with her. Such request for a change in schedule must comply with all of the scheduling provisions of the Collective Agreement. If circumstances prevent written requests verbal approval of the immediate supervisor or designate must be obtained prior to the exchanging.

It is understood that such request will not be unreasonably denied and will not incur additional cost.

E.7 Requests for specific days off shall be submitted as per ONA Schedule Due date.

E.8 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 a period of night duty when tours of duty are changed.
- (d) Where a full time or part time nurse chooses equivalent time off under 14.09, such time off must be taken no later than March 31<sup>st</sup> of each year. Any request for time off in lieu shall not be unreasonably denied.
- (e) Part time nurses will be allowed to bank over time hours, and use such accumulated time in situations of low census, short term layoffs or where they want to supplement a pay period.

E.9 (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.10 Offering of Overtime

- (a) After the schedule has been posted and additional tours have been offered in accordance with E.9 any shifts attracting premium pay 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.
- (b) Overtime resulting from an unplanned event (with less than 3 hours' notice) can be offered on a seniority basis to the nurses at work on the unit at the time.

E.11 Rest periods shall be scheduled in each half tour.

E.12 Prior to initiating weekend worker and innovative scheduling or individual special circumstance arrangements as per central language 13.03, 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.13 Vacancies

Full-time and part-time nurses may be considered for temporary full-time vacancies as per Article 10.07 (d) of the Central Agreement.

E.14 Flexible Hours

Due to the nature of their work and the clients they serve, nurses will have flexible scheduling of hours in accordance with his or her patient load. A flexible arrangement for the hours of work will apply by mutual consent between the Manager and the Employee so that the regular hours for the nurses working flexible hours will not exceed seventy five hours (75) per pay period.

If the Employee is required, by the Employer, to work more than the scheduled shift, over time will be paid as per article 14.01.

The following classifications and or units may be authorized in a scheduling pattern of flexible hours:

Mental Health and Addiction Community Nurses  
Nurse Practitioner  
ASAP Nurses  
Clinical Resource Nurse  
Diabetes Clinic

E.15 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 seventy-five (75) hours per pay period.

E.16 Standby

A nurse who is called back to work from standby and who works the hours after 2400 hours and who is scheduled to work a regularly scheduled shift the next day shall be entitled to leave with pay from the portion of the next scheduled shift which will provide at least twelve (12) hours off between the time the nurse leaves and returns to the hospital.

Where the Employer specifically requests the nurse to return to work within the twelve (12) hour period between the time the nurse leaves and returns to the Hospital, and the nurse agrees, the Employer will provide payment at the rate of one and one half times the nurse's regular rate for all hours worked that fall within the twelve (12) hour period.

E.17 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 75% 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  $\frac{3}{4}$  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.8.
- (g) Either party may discontinue the extended hour tour arrangement in a unit with ninety (90) days' notice. The parties agree to meet within four (4) weeks of written notice of discontinuation to discuss the rationale for discontinuance of the extended hour tour arrangement.

E.18 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.19 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.20 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.

E.21 Self Scheduling

- (a) 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:
- (b) 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.
- (c) 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.
- (d) Employees participating in self-scheduling shall be responsible for scheduling their paid holidays and lieu days, if applicable.
- (e) 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.
- (f) Seventy-five (75%) 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.
- (g) The Collective Agreement shall apply in all respects.
- (h) Self-scheduling, including all scheduling guidelines within the unit, shall comply with all the provisions of the Collective Agreement in all respects.
- (i) The parties will agree to all guidelines within the unit related to self-scheduling prior to the implementation of self-scheduling on any unit.
- (j) 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.

E.22 Individual Special Circumstances

The parties agree that any request for Individual Special Circumstances will be approved on an individual basis as per Article 13.05 and the parties will meet to discuss each request. These arrangements will be reviewed by the ONA Labour Management Committee on an annual basis as requested by either party.

E.23 Work shifts less than 7.5 hours

When a nurse is scheduled to work shifts of less than 7.5 hours, Article E shall apply in full, except as modified below:

- (a) The Hospital shall endeavour to keep shifts of less than 7.5 hours to a minimum;
- (b) Nurses working shifts of less than 7.5 hours must have paid breaks;
- (c) The employer agrees that there will be no split shifts (“split tours”) for the same nurse within his/her regular position;
- (d) When posting a position of less than 7.5 hours, the number of hours to be worked a day shall be indicated.

When an employee is required to work more than the originally scheduled hours, they will be paid at time and one half for all hours worked after their regular tour of 7.5 hours as per article 14.01.

**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. Where a nurse is entitled to any lieu bank, it must be taken or paid out no later than March 31 of each year.

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) Nurses will submit their vacation request in advance, and the director of the unit will advise the nurses of the granting of such requests in accordance with the following timetable:

Dec. 15 to Mar. 31	request by Oct. 1	Authorized by Nov. 1
Apr. 1 to June 14	request by Jan. 15	Authorized by Feb. 15
June 15 to Sept. 15	request by Mar. 31	Authorized by Apr. 30
Sept. 16 to Dec. 14	request by June 15	Authorized by Aug. 1

In the case where vacation weeks overlap two (2) different periods, first day of vacation define the period.

(b) When there are conflicting requests for vacations the most senior nurse shall be entitled to her vacation preference.

- (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 twenty-five (125) hours for full time and three (3) 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) Vacations may be taken at any time of the year except during the period December 15<sup>th</sup> to January 10<sup>th</sup> 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.
- (e) The Hospital will endeavour to schedule the weekend off before or after with a nurse's vacation.
- (f) 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.
- (g) Applicable vacation pay shall be paid to all part-time nurses on each paycheque.
- (h) 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.
- (i) During the prime time period as per article G.1 c) requests for a single day of vacation shall not take precedence over requests for a week (7 consecutive calendar day) or more of vacation where granting the single day request would result in the denial of vacation for a week or more of vacation. Requests for single vacation days during the perk weeks shall be excluded from the application of this clause.
- (j) If a nurse wishes to cancel her vacation; request must be submitted as per the ONA schedule due date. Once schedules are posted, a Nurse wishing to cancel her vacation may make that request in writing to her Manager.

## **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 forty (\$0.40) 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 wherever possible 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 Manager of Labour Relations or designate.

Notices for meetings shall be posted on each unit's bulletin board and on the union intranet page when requested.

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 As per Article 11.11 the number of nurses that may be absent at any one time on a pre-paid leave shall not exceed the following:

- one nurse, normally assigned to work on Dialysis
- one nurse, normally assigned to work on In-Patient Psychiatry
- one nurse, normally assigned to work in Out-Patient Mental Health
- one nurse, normally assigned to work on Surgery
- two (2) nurses, normally assigned to work on Medicine
- one nurse, normally assigned to work on C.C.U
- one nurse, normally assigned to work on Women and Children's Health
- two (2) nurses, normally assigned to work in Emergency
- one nurse normally assigned to work in Operating Room
- one nurse normally assigned to work in the OPS, PACU and Ambulatory Care
- one nurse normally assigned to work on the Resource Team
- one nurse, normally assigned to work in discharge planning, diabetic nurse, Clinical Resource Nurse, Nurse Practitioner

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 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.7 Where two or more nurses have an identical seniority date, College of Nurses' registration will be used as the determining factor.
- H.8 Prior to the posting of the name of the successful candidate, the Hospital will notify any unsuccessful candidate for an ONA job posting in writing in a timely manner.
- H.9 Nurse Practitioner(s) will:
- (a) maintain their current vacation entitlement until such time as the benefit is equal to or improved upon as a result of changes to the collective agreement.
  - (b) continue to have the ability to request paid continuing education per year (occurs within their existing schedule of 1950 hours per year)

### **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.

#### **Modified Work/Return to Work Programs**

The Hospital and the Union will provide fair and consistent practices for accommodating employees who have been ill, injured or permanently disabled, to enable their early and safe return to work.

The parties will undertake to provide safe and meaningful employment for both permanently or temporarily disabled employees based on the following principles:

- (a) An employee has the right to employment following an injury or illness if the employee is able to perform either the essential duties of their pre-injury/illness job or any other suitable modified work.

- (b) An employee participating in this program will be paid their applicable hourly rate in accordance with the Collective Agreement or at the rate of the accommodated job, whichever is higher.
- (c) An employee with a disability has the right to have the work or workplace modified to accommodate their needs in order to facilitate an early and safe return to work to their pre-injury/illness job or other suitable work.
- (d) An employee with a disability, whose pre-injury/illness job cannot be accommodated to allow them to perform the essential duties of that particular job shall be offered alternative suitable work if available. Every attempt will be made to offer alternative work that is comparable in nature and salary to the pre-injury/illness employment.

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 to discuss all matters related to the return to work of a disabled or injured worker including WSIB. The elected Union Representative will be in attendance at all related meetings. 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 have been absent from work because of disability for more than twenty-three (23) months;
  - iv) Employees who have been absent from work for thirty (30) days or longer due to illness;
  - v) Employees who are currently on a temporary modified work program;
  - vi) Employees on a rehabilitative return to work program;
  - vii) Employees who are currently permanently accommodated in the workplace;
  - viii) 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 three (3) month schedule shall be determined by mutual agreement between the two (2) nurses and the Nurse Manager/or designate. As per G i a).
- 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. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.
  - (b) Vacation, Maternity Leave, extended sick 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 first offered to the other Job Share partner. 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.
- (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.9 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.
- (b) 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.

**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 make available all information regarding 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, 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) Where requested the Hospital will provide 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 as a result of employer error 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.

**ARTICLE P – ELECTRONIC GRIEVANCE FORMS**

- P.1 The parties agree to use the electronic version of the (O.N.A. Grievance Form at Appendix 1 of the Hospital Central Agreement).
- P.2 The parties agree that hard copies of the electronic form are valid for purposes of Article 7 of the Hospital Central Agreement.

- P.3 Electronic grievances may be sent, via email, to the applicable Manager and copied to Human Resources, or the identified designate.
- P.4 The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.
- P.5 The Union undertakes to get a copy of the electronic version signed by the grievor.
- P.6 The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a grievance proceed to mediation or arbitration.

**ARTICLE Q – ELECTRONIC PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORMS**

- Q.1 The parties agree to use the electronic version of the ONA/OHA Professional Responsibility Workload Report Form (PRWRF) at Appendix 6 of the Hospital Central Agreement.
- Q.2 The parties agree that hard copies of the electronic PRWRF are valid for purposes of Article 8 of the Hospital Central Agreement.
- Q.3 Electronic PRWRFs may be sent, via email, to the applicable Manager or designate.
- Q.4 The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.
- Q.5 The union undertakes to get a copy of the electronic version signed by the employee(s).
- Q.6 The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a PRWRF proceed to an Independent Assessment Committee as per Article 8.01.

DATED AT   Cornwall  , ONTARIO, THIS   17<sup>th</sup>   DAY OF   February  , 2021.

**FOR THE HOSPITAL:**

*“Brian Todd”* \_\_\_\_\_

*“Sean Mattingly”* \_\_\_\_\_

*“Crystal Roy”* \_\_\_\_\_

*“Lennie Lejasisaks”* \_\_\_\_\_

*“Courtney Maruno”* \_\_\_\_\_

\_\_\_\_\_

**FOR THE UNION:**

*“Susan Blair”* \_\_\_\_\_  
Labour Relations Officer

*“Patricia O’Shaughnessy”* \_\_\_\_\_

*“Tracy Dingwall”* \_\_\_\_\_

*“Shelley White”* \_\_\_\_\_

*“Donna Labonte”* \_\_\_\_\_

*“Nancy Wheeler”* \_\_\_\_\_



**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 Union to discuss the new positions.

DATED AT   Cornwall  , ONTARIO, THIS   17<sup>th</sup>   DAY OF   February  , 2021.

**FOR THE HOSPITAL:**

*“Brian Todd”* \_\_\_\_\_

*“Sean Mattingly”* \_\_\_\_\_

*“Crystal Roy”* \_\_\_\_\_

*“Lennie Lejasisaks”* \_\_\_\_\_

*“Courtney Maruno”* \_\_\_\_\_

\_\_\_\_\_

**FOR THE UNION:**

*“Susan Blair”* \_\_\_\_\_  
Labour Relations Officer

*“Patricia O’Shaughnessy”* \_\_\_\_\_

*“Tracy Dingwall”* \_\_\_\_\_

*“Shelley White”* \_\_\_\_\_

*“Donna Labonte”* \_\_\_\_\_

*“Nancy Wheeler”* \_\_\_\_\_

**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   17<sup>th</sup>   DAY OF   February  , 2021.

**FOR THE HOSPITAL:**

*“Brian Todd”* \_\_\_\_\_

*“Sean Mattingly”* \_\_\_\_\_

*“Crystal Roy”* \_\_\_\_\_

*“Lennie Lejasisaks”* \_\_\_\_\_

*“Courtney Maruno”* \_\_\_\_\_

\_\_\_\_\_

**FOR THE UNION:**

*“Susan Blair”* \_\_\_\_\_  
Labour Relations Officer

*“Patricia O’Shaughnessy”* \_\_\_\_\_

*“Tracy Dingwall”* \_\_\_\_\_

*“Shelley White”* \_\_\_\_\_

*“Donna Labonte”* \_\_\_\_\_

*“Nancy Wheeler”* \_\_\_\_\_

**LETTER OF UNDERSTANDING**

Between:

**CORNWALL COMMUNITY HOSPITAL**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Assertive Community Treatment Team

The parties agree the Assertive Community Treatment Team (ACTT) RNs formerly members of the Collective Agreement between the Brockville Psychiatric Hospital (ROHCG) and ONA shall be covered by the Collective Agreement between the Cornwall Community Hospital (CCH) and ONA except as amended herein.

The parties further agree that any newly hired members of the ACTT shall be covered under the provisions of the collective agreement:

The parties agree to the following conditions:

1. Provisions of the ONA Collective Agreement local provisions expiry date 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 17<sup>th</sup> DAY OF February, 2021.

**FOR THE HOSPITAL:**

**FOR THE UNION:**

*“Brian Todd”* \_\_\_\_\_

*“Susan Blair”* \_\_\_\_\_  
Labour Relations Officer

*“Sean Mattingly”* \_\_\_\_\_

*“Patricia O’Shaughnessy”* \_\_\_\_\_

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*“Courtney Maruno”* \_\_\_\_\_

*“Donna Labonte”* \_\_\_\_\_

\_\_\_\_\_

*“Nancy Wheeler”* \_\_\_\_\_

**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   17<sup>th</sup>   DAY OF   February  , 2021.

**FOR THE HOSPITAL:**

**FOR THE UNION:**

*"Brian Todd"* \_\_\_\_\_

*"Susan Blair"* \_\_\_\_\_  
Labour Relations Officer

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*"Donna Labonte"* \_\_\_\_\_

\_\_\_\_\_

*"Nancy Wheeler"* \_\_\_\_\_

**LETTER OF UNDERSTANDING**

Between:

**CORNWALL COMMUNITY HOSPITAL**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: French Language Services

The parties agree to the following on a without prejudice basis:

Part-time employees and full-time employees who do not otherwise meet the French language requirements of a full-time position within their department will have that requirement waived. To qualify for this exemption the part-time and full-time employee must be a permanent part-time or permanent full-time employee in the same department as the permanent full-time position is posted in. If a non-French qualified part-time or full-time employee is the successful applicant then their position will be posted with French language skills as a requirement in order to maintain/advance the number of employees in that department with French language skills.

This LOU provides managers a means to override the French language Human Resources Plan in cases where other skills are critical to the unit's proper functioning at that time. Specific authorization to override the French language Human Resources Plan must be obtained from the respective VP at the time of the posting.

DATED AT   Cornwall  , ONTARIO, THIS   17<sup>th</sup>   DAY OF   February  , 2021.

**FOR THE HOSPITAL:**

**FOR THE UNION:**

*"Brian Todd"* \_\_\_\_\_

*"Susan Blair"* \_\_\_\_\_  
Labour Relations Officer

*"Sean Mattingly"* \_\_\_\_\_

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*"Shelley White"* \_\_\_\_\_

*"Courtney Maruno"* \_\_\_\_\_

*"Donna Labonte"* \_\_\_\_\_

\_\_\_\_\_

*"Nancy Wheeler"* \_\_\_\_\_



## LETTER OF UNDERSTANDING

Between:

### CORNWALL COMMUNITY HOSPITAL

And:

### ONTARIO NURSES' ASSOCIATION

#### Re: Resource Nurse Team and Critical Care Resource Team

The parties hereby agree to the creation of a Resource Team and Critical care resource team. The Resource Team will be assigned to various functions throughout the Hospital on an as needed basis. The Critical Care Resource Team will be assigned to various functions in the Emergency Department and Critical Care Unit on an as needed bases.

The Resource Teams will function as a succession planning alternative for future vacancies to aid in the recruitment and retention of Nurses.

The primary goals and functions of the Resource Teams are to:

- make available full-time and part-time employment;
- provide staffing alternatives for day to day vacancies, vacation and to assist with workload relief;
- provide opportunities for internal staff who desire specialty training and placement.

The parties agree the following will apply with respect to the creation and staffing of the Resource Teams:

- The Hospital will post all positions in the Resource Teams in accordance with Article 10.07 (a) of the Collective Agreement. The Hospital shall determine the actual number of full-time and part-time positions required.
- To ensure quality patient care each nurse assigned to a unit shall receive the orientation specific to the applicable Unit(s).
- Utilization of the Resource Teams will not have a negative impact on the scheduling of regular part-time Nurses on any unit. All provisions of Article E.9 for regular part-time will continue to apply for scheduled and additional tours.
- Temporary vacancies due to sick leave absences, vacation, leaves of absence and pregnancy/parental leaves may be filled by the Resource Team if not accepted by regular part-time on the unit.

For the purposes of re-assignment it is understood that where a Resource Nurse is assigned to a unit and a nurse must be redeployed from that unit to another, the resource nurse will be the nurse to be re-assigned.

For the purposes of vacation, leaves of absence, lay-off or any other seniority or service entitlement under the collective agreement the Resource Teams shall each be treated as a separate unit.

All other provisions of the collective agreement not amended herein shall remain in effect.

DATED AT Cornwall, ONTARIO, THIS 17<sup>th</sup> DAY OF February, 2021.

**FOR THE HOSPITAL:**

*"Brian Todd"* \_\_\_\_\_

*"Sean Mattingly"* \_\_\_\_\_

*"Crystal Roy"* \_\_\_\_\_

*"Lennie Lejasisaks"* \_\_\_\_\_

*"Courtney Maruno"* \_\_\_\_\_

\_\_\_\_\_

**FOR THE UNION:**

*"Susan Blair"* \_\_\_\_\_  
Labour Relations Officer

*"Patricia O'Shaughnessy"* \_\_\_\_\_

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*"Shelley White"* \_\_\_\_\_

*"Donna Labonte"* \_\_\_\_\_

*"Nancy Wheeler"* \_\_\_\_\_

## LETTER OF UNDERSTANDING

Between:

### CORNWALL COMMUNITY HOSPITAL

And:

### ONTARIO NURSES' ASSOCIATION

Re: Non-Traditional/Traditional Extended Tour Rotation (formerly 2Day/2 Night)

Where the Hospital and the Union agree that a Non-Traditional/Traditional Extended Tour Rotation is consistent with provisions of Article 13.03, and

Where the Hospital and the Union have agreed to implement such Rotation on a specific unit, it may only be introduced once seventy-five (75) percent of the nurses (excluding casuals) on the unit have voted in favour of the new schedule by secret ballot (as per Article E.4).

There will be two votes held with respect to the implementation of such rotation. The first will be held to permit a (1) year trial period and the second will be held at the completion of the trial period to determine the nurses' willingness to continue with the rotation.

There shall be no changes made to the Master rotation during the trial period without the consent of either the Hospital or the Union.

Nurses will indicate their interest in either the Non-Traditional or the Traditional Extended Tour Rotation in writing to their Program Manager. No Nurse will be required to move to a Non-Traditional rotation.

Should more nurses request to work the Non-Traditional rotation than required, seniority will prevail for granting of such a rotation.

All full-time nurses working either rotation will be scheduled full-time hours of one thousand nine hundred and fifty (1950) hours per year. The master rotation for all nurses in the unit will be finalized and posted for seven (7) days prior to the vote for any new rotations and will be appended to this Letter of Understanding.

The Local scheduling provisions for extended tours will apply except for weekends off and the consecutive numbers of shifts worked.

The Non-Traditional rotation has all twelve Paid Holidays included in the master rotation.

The scheduling provisions for the 2D 2N rotation shall be as follows:

- (a) Nurses will not be scheduled to work more than three consecutive weekends. A nurse who works a fourth consecutive weekend or portion of a fourth consecutive weekend will receive premium pay as per Article 14 for all hours worked on the fourth and fifth consecutive weekends. For Clarity: Consecutive weekend premium payment will cease

at the completion of the fifth consecutive weekend and will not be paid for the remaining regularly scheduled consecutive weekends.

- (b) Nurses will be granted either Christmas or New Year’s off on a rotating basis as per the Collective Agreement.

Discontinuance

The Non-Traditional/Traditional Extended Tour Rotation will be discontinued if seventy-five (75%) percent of the nurses working such rotation vote to do so.

The Hospital or the Union may rescind the agreement made in paragraph 1, on 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 of the schedule.

It is understood and agreed that neither party shall rescind the agreement for reason(s) that are unreasonable or arbitrary.

The Hospital may rescind the agreement because of:

- (a) adverse effects on patient care, or
- (b) inability to provide a workable staffing schedule.

The parties agree this Letter of Understanding has been developed to address scheduling concerns and is without prejudice or precedent to any position either party may take in the future.

All remaining provisions of the collective agreement apply unless expressly amended herein.

DATED AT Cornwall, ONTARIO, THIS 17<sup>th</sup> DAY OF February, 2021.

**FOR THE HOSPITAL:**

**FOR THE UNION:**

“Brian Todd”

“Susan Blair”  
Labour Relations Officer

“Sean Mattingly”

“Patricia O’Shaughnessy”

“Crystal Roy”

“Tracy Dingwall”

“Lennie Lejasisaks”

“Shelley White”

“Courtney Maruno”

“Donna Labonte”

\_\_\_\_\_

“Nancy Wheeler”

**LETTER OF UNDERSTANDING**

Between:

**CORNWALL COMMUNITY HOSPITAL**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Professional Responsibility

Notwithstanding Article 8.01 a) v), the parties agree to extend the time limit for referral to the Hospital-Association Committee to the next scheduled Hospital-Association Committee meeting.

DATED AT Cornwall, ONTARIO, THIS 17<sup>th</sup> DAY OF February, 2021.

**FOR THE HOSPITAL:**

**FOR THE UNION:**

*"Brian Todd"* \_\_\_\_\_

*"Susan Blair"* \_\_\_\_\_  
Labour Relations Officer

*"Sean Mattingly"* \_\_\_\_\_

*"Patricia O'Shaughnessy"* \_\_\_\_\_

*"Crystal Roy"* \_\_\_\_\_

*"Tracy Dingwall"* \_\_\_\_\_

*"Lennie Lejasisaks"* \_\_\_\_\_

*"Shelley White"* \_\_\_\_\_

*"Courtney Maruno"* \_\_\_\_\_

*"Donna Labonte"* \_\_\_\_\_

\_\_\_\_\_

*"Nancy Wheeler"* \_\_\_\_\_

## LETTER OF UNDERSTANDING

Between:

### CORNWALL COMMUNITY HOSPITAL

And:

### THE ONTARIO NURSES' ASSOCIATION

Re: Weekend Worker

A unit weekend schedule may be developed in order to meet the Hospital's need for weekend staff, and individual nurses' preference for a weekend work schedule. The Association and the Hospital agree to implement unit weekend schedules according to Article 13.04 of the Collective Agreement.

The following conditions will apply:

- 1) The creation of weekend worker positions will not result in the long-term layoff of any full time or regular part time Registered Nurse.
- 2) Introduction
  - i) Position(s) resulting from the employer creating a Weekend Worker unit schedule will be posted and filled in accordance with the Collective Agreement 10.07 (a) (i).
  - ii) Temporary position(s) resulting from a vacancy of the Weekend Worker position will be filled in accordance with article 10.07(d).
  - iii) When a full time nurse requests a change in status to weekend worker, such request for the unit weekend schedule shall not be posted. Such requests shall not be unreasonably denied.
  - iv) If a change to the Unit's Master rotation (hours of work) occurred from extended tours (11.25 hours) to a Hybrid Mix or the normal daily tour (7.5 hours) to a Hybrid Mix, as the result of weekend worker positions shall be voted on by the unit staff in a secret ballot conducted by the union and agreed to as per article E.4.
  - v) An initial trial period of the Unit Weekend Schedule will run for 12-months agreed upon by the parties. After 10 months of the trial period, a meeting will be held with the unit, Hospital and the Association to evaluate the trial period and to make recommendations to improve the schedules if needed. The vacant position will be posted as a temporary position during the trial period.

3) Discontinuation

- i) Either party may discontinue the unit weekend schedule with 60 days' notice. The unit schedule will not be amended until the beginning of the next posted schedule after the notice period is served. Upon receipt of such notice, a meeting will be held between the parties to discuss the discontinuation. It is understood that such discontinuation shall not be unreasonable or arbitrary.
- ii) Should the Unit Weekend Schedule be discontinued within the trial period, the full time nurse(s) who have changed their unit status to Weekend Worker will revert to their former full time status/master rotation.
- iii) Should the Unit Weekend Schedule be discontinued after the trial period, the Nurses who were successful to newly created weekend worker positions shall exercise their bumping rights under the Collective Agreement.

4) Paid Holiday Bank

- i) A nurse's paid holidays earned but not yet taken will be transferred to her paid holiday bank to be utilized in accordance with Article 13.04 (b) (c) (d) (i).
- ii) Drawing from the holiday bank will occur at an accelerated rate of 1.25 hours for every hour taken.
- iii) If a nurse works on a paid holiday, she or he will receive one and one-half (1 ½) pay for all hours worked on a holiday. The nurse will not receive a lieu day.
- iv) The holiday bank can be used as income replacement for absences due to illness or for lieu time off on a weekday.

5) Hours of Work

- i) A nurse works a weekly average of thirty (30) hours and is paid for thirty-seven point five (37.5) hours at her or his regular straight time hourly rate.
- ii) The schedule must include two 11.25 hour tours which fall within a weekend period as determined by the Hospital and the Union.
- iii) The scheduling and premium provisions relating to consecutive weekends off in the local appendix do not apply.

6) Vacation

- i) A nurse's vacation earned but not yet taken will be transferred to her vacation bank to be utilized in accordance with Article 13.04.
- ii) Nurses will request their vacation in accordance with Article G of the Local Issues.
- iii) Vacation credits will be based on an accelerated rate of 1.25 hours from

the vacation bank for every hour taken as vacation.

- iv) A week block of vacation for a weekend worker will be a full weekend off. The maximum number of weekends off cannot exceed the entitlement.
- v) Single vacation days may be taken on weekdays, which need not be in conjunction with the Saturday and Sunday. Single vacation days may be taken on the weekend provided no replacement is required.
- vi) Nurses will be placed on the full time vacation list in accordance with the nurse's seniority.
- vii) Article 16.05 (a), (b) and (c) do not apply.

7) Christmas Period

- i) Request for vacation during the Christmas Period can be made by the Nurse. The local provisions relating to scheduling during this period will apply, except as modified to confirm that the weekend tour nurse will continue to work weekends during this period.

8) Sick Leave

- i) The nurse will not receive pay for the first seventeen (17) weeks of any period of absence due to a legitimate illness.
- ii) The hospital will allow the nurse to utilize holiday bank for income replacement while on sick leave.
- iii) The nurse will be eligible for Employment Insurance for weeks three (3) through (17) for any absence due to a legitimate illness.
- iv) The Hospital will provide the nurse with sixty-five (65%) percent of her or his regular earnings for weeks eighteen (18) through thirty (30) for any absence due to a legitimate illness.
- v) The nurse is eligible for long term disability benefits as described in Article 12.

9) Leaves of Absence

- i) Nurses are entitled to leave of absence unpaid at an accelerated rate of 1.25 hours for each hour taken.

10) Shift Switches

- i) Weekend tour exchanges will be permitted only between weekend tour nurses.
- ii) Weekday tour exchanges will be permitted provided the Hospital does not incur additional costs
- iii) In all instances of tour exchange, the tours must be of the same duration and have prior approval of the manager.



11) Overtime

Overtime will begin to accrue after sixty (60) hours worked in a two (2) week period or in excess of the normal daily tours.

This letter is attached to and forms part of the Collective Agreement. A meeting may be called, by either party, as circumstances warrant, to re-negotiate any necessary changes.

DATED AT Cornwall, ONTARIO, THIS 17<sup>th</sup> DAY OF February, 2021.

**FOR THE HOSPITAL:**

*"Brian Todd"* \_\_\_\_\_

*"Sean Mattingly"* \_\_\_\_\_

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*"Susan Blair"* \_\_\_\_\_  
Labour Relations Officer

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*"Nancy Wheeler"* \_\_\_\_\_

**LETTER OF UNDERSTANDING**

Between:

**CORNWALL COMMUNITY HOSPITAL**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: On-Call Casual Assignment Assault and Sexual Abuse Program (ASAP)

The parties agree that RNs in a casual ASAP position work on a standby/on call basis and are paid standby premium in the accordance with Article 14.07 and if called in, are paid as per Article 14.06.

Hours worked as part of a casual ASAP position shall not result in premium pay or overtime for hours worked in an RN's home positions pursuant to Article 13.01, 13.02, 14.01 and 14.12.

The parties agree that the nurses can do self-scheduling and when the on-call schedule for the program is set, no nurse will be assigned on-call duties within eight (8) hours of the start of their next regularly scheduled shift. If the nurse is called in and works Article E.16 will apply.

When a new nurse is hired to the ASAP, the Employer will notify the Union in writing of the nurse's name and the unit in which he/she works.

DATED AT   Cornwall  , ONTARIO, THIS   17<sup>th</sup>   DAY OF   February  , 2021.

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**LETTER OF UNDERSTANDING**

Between:

**CORNWALL COMMUNITY HOSPITAL**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Registered Nurses in temporary Charge Nurse assignments

**WHEREAS** the Hospital has permanent Charge Nurse positions in the Emergency Department, Operating Room and Inpatient Mental Health Unit, and temporary Charge assignments throughout the Hospital;

**AND WHEREAS**, permanent Charge Nurses have been paid a premium according to article 19.04(b) and Registered Nurses in Charge assignments have been paid a premium according to 19.04(d);

**NOW THEREFORE** the parties agree as follows:

1. Effective the date of ratification of the local appendices to the collective agreement, Registered Nurses temporarily assigned the duties of Charge Nurse shall be paid a premium in accordance with 19.04(b) in addition to her or his regular wage.
2. Permanent Charge Nurse positions shall form a classification under the local appendices to the collective agreement and shall be paid in accordance with the wage schedule set out in the local appendices to the collective agreement.

DATED AT   Cornwall  , ONTARIO, THIS   17<sup>th</sup>   DAY OF   February  , 2021.

**FOR THE HOSPITAL:**

*“Brian Todd”* \_\_\_\_\_

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