

**APPENDICES TO THE  
COLLECTIVE AGREEMENT**

Between:

**HÔPITAL GLENGARRY MEMORIAL HOSPITAL**  
(Hereinafter referred to as the "Hospital")

And:

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

Expiry: March 31, 2020

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**APPENDIX 3 – SALARY SCALES****Classification – Registered Nurse**

<b>Classification - Registered Nurse</b>		
<b>Step</b>	<b>April 1, 2018</b>	<b>April 1, 2019</b>
Start	\$32.66	\$33.23
1 Year	\$32.81	\$33.39
2 Years	\$33.36	\$33.94
3 Years	\$35.00	\$35.62
4 Years	\$36.66	\$37.30
5 Years	\$38.72	\$39.40
6 Years	\$40.80	\$41.52
7 Years	\$42.89	\$43.64
8 Years	\$45.94	\$46.75
25 Years	\$46.76	\$47.57

**APPENDIX 4 – SUPERIOR CONDITIONS**

SUPERIOR CONDITIONS AWARDED BY THE CENTRAL ARBITRATION AWARD DATED OCTOBER 23, 1981.

Clause #  
Central Contract  
(Full-Time)

Applicable Clause from Existing Collective Agreement

- 5 – Note 7.01      The dues deducted will be forwarded to the Association each month together with a list of names of the nurses on whose behalf deductions have been made including Social Insurance Numbers. In addition, the Hospital will provide the address of a nurse once upon hiring. The list shall indicate nurses on leave of absence.
- 10.04 – Note 11.03      Seniority shall be retained and accumulated when a nurse is absent from work under the following conditions:
- (a)      when in receipt of illness allowance up to but not including any long term disability allowance;
  - (b)      when in receipt of Workmen's Compensation Board payments for a period of up to twelve (12) calendar months;
  - (c)      when on a leave of absence with pay;
  - (d)      when on an approved unpaid leave of absence not exceeding thirty (30) continuous calendar days.
- 20.07      Nurses shall receive recognition for education preparation as follows:
- (a)      For a course in nursing unit administration  
            (CHA/CNA -----\$15.00 monthly;
  - (b)      For a one (1) year university certificate or diploma in nursing ----- \$40.00 monthly;
  - (c)      For a Bachelor's Degree ----- \$80.00 monthly.

Staff Registered Nurses hired after January 7, 1980 shall receive the above education allowances when utilizing the additional preparation in the position held.

Note: Notwithstanding the foregoing, educational allowances for possessing a baccalaureate degree in nursing (BScN) will not be payable to nurses hired on or after April 1, 2017.

**APPENDIX 4 – SUPERIOR CONDITIONS**

SUPERIOR CONDITIONS AWARDED BY THE CENTRAL ARBITRATION AWARD DATED OCTOBER 23, 1981.

Clause #  
Central Contract  
(Part-Time)

Applicable Clause from Existing Collective Agreement

5 – Note 7.01

The dues deducted will be forwarded to the Association each month together with a list of names of the nurses on whose behalf deductions have been made including Social Insurance Numbers. In addition, the Hospital will provide the address of a nurse once upon hiring. The list shall indicate nurses on leave of absence.

15 – Note

Casual Part-time Nurses

17.02 (a) A nurse who is required to work on a paid holiday (referred to above) shall be paid at the rate of time and one-half her regular salary.

Part-Time Nurses

17.02 (a) . . . and in addition she will receive holiday pay in accordance with the Employment Standards Act.

16 – Note

Casual Nurses

18.01 Vacation pay shall be based on tours worked since date of hire.

- 0 – 200 tours – 4% of gross earnings.
- 200 – 600 tours – 6% of gross earnings.
- 600 or more – 8% of gross earnings.

## **APPENDIX 5 – LOCAL PROVISIONS**

### **ARTICLE A – RECOGNITION**

- A.1 (a) The Hospital recognizes the Union as the sole and exclusive bargaining agent for all Registered and Graduate Nurses engaged on a full-time basis in nursing care by the Glengarry Memorial Hospital, save and except supervisors and persons above the rank of supervisor.
- (b) The Hospital recognizes the Union as the sole and exclusive bargaining agent for all Registered and Graduate Nurses engaged on a part-time basis in nursing care by the Glengarry Memorial Hospital, save and except supervisors and persons above the rank of supervisor.
- A.2 "Supervisor" or "Immediate Supervisor", when used in this Agreement will mean the first supervisory level excluded from the bargaining unit.

### **ARTICLE B – MANAGEMENT FUNCTIONS**

- B.1 The Union recognizes that the management of the Hospital and the direction of the working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by this Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Hospital to:
- (a) maintain order, discipline, and efficiency;
- (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall, and suspend or otherwise discipline nurses, provided that a claim of discharge or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) to determine in the interest of efficient operation and high standards of service, job rating and classifications, the hours of work, work assignments, and the working establishment for the services;
- (d) generally to manage the operation that the Hospital is engaged in and without restricting the generality of the foregoing, to determine the number of personnel required, 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 – UNION REPRESENTATION AND COMMITTEES**

### C.1 Unit Nurse Representatives

The Hospital will recognize three (3) full time Nurse Representatives and one (1) part-time Nurse Representative.

C.2 The Hospital will recognize one (1) Grievance Committee of three (3) nurses.

C.3 There shall be a Negotiating Committee. Such Committee shall be composed of not more than three (3) nurses, one (1) of whom is the Bargaining Unit President and will be the chair, one (1) of whom shall be a part-time nurse, one (1) of whom shall be a full time nurse. The Hospital Committee shall be composed of an equal number of representatives.

C.4 There shall be a Hospital-Union Committee composed of three (3) representatives of the Union and an equal number of representatives from the Hospital. The Bargaining Unit President/designate will identify to the Hospital which committee members qualify for payment under Article 6.03 (e) at each Hospital-Association Committee meeting.

C.5 The interview period of newly hired nurses as provided for in Article 5.06 will be scheduled during the nurses' orientation period. The Bargaining Unit President or designate will be given notice of all new hires and their orientation dates so she may arrange to attend and interview during the scheduled general orientation.

### C.6 Professional Development Committee

Each party shall designate 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 - UNION BUSINESS**

D.1 Leave of absence for Union business shall be given to a maximum of thirty (30) days during the calendar year, provided that a notice is given the Hospital.

D.2 It is agreed that not more than one (1) nurse per unit and not more than two (2) nurses in total shall be absent on such leave at the same time, such members shall be an aggregate total of both full-time and part-time nurses.

### D.3 Local Coordinator 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 fulfilling the duties of the position.

**ARTICLE E – HOURS OF WORK - SCHEDULING (FULL-TIME)**

E.1 The Hospital shall endeavour to establish and maintain the following scheduling objectives:

- (a) Regularly scheduled days off shall be consecutive unless otherwise mutually agreed and nurses shall receive at least one (1) weekend off in two (2) weeks.
- (b) The schedule, under normal circumstances, may provide for up to a maximum of seven (7) consecutive days of work prior to days off, as long as four (4) days off are scheduled every fourteen (14) days.
- (c) Work schedules shall be posted at least four (4) weeks in advance of going into effect and shall cover a minimum period of four (4) weeks.
- (d) Subject to the approval by the Director of Nursing, or her designate, nurses within the same classification may be allowed to trade days off on their own provided that such request is submitted in writing to the nursing office and signed by the nurses involved in the change with a minimum of 24 hours notice except where extenuating circumstances exist. In extenuating circumstances, email can be left with the nursing office and the signed exchange of shift form is to be appended to the shift sign-in sheet. This provision shall also apply during the Christmas and New Year period. Such mutual exchange of a tour of duty shall not result in overtime compensation to either of the nurses involved.

It is understood nurses will make such exchanges of shift with as much notice as possible.

- (e) The period of two (2) consecutive tours off shall be scheduled between change of tours and at least twenty-four (24) hours time off shall be scheduled following night duty. A nurse shall have at least sixteen (16) hours off between shifts. If such circumstances do not prevail then they shall be paid at the overtime rate of pay for all hours worked.
- (f) Nurses will receive at least five (5) consecutive days off during the Christmas or New Year's period which shall include either Christmas Eve, Christmas Day, and Boxing Day or New Year's Eve and New Year's Day. Should there be a change from current schedules to 12-hour tours, this will be re-negotiated at that time. The Hospital may waive the scheduling regulations for the period December 20 to January 5. The Christmas schedule will be posted as per the scheduling guidelines E.1 (c).

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

A nurse may submit a request to reduce the five (5) consecutive days off which shall be reviewed and not unreasonably denied subject to the needs of the Hospital.

The scheduling of time off at Christmas and New Year's shall be done on an alternating basis unless otherwise agreed between the parties. In the



event of a conflict the least senior nurse with the required skill set will be scheduled.

- (g) The nurses may elect to work one of the following rotations: day/evening, day/night or evening/night, according to seniority.
- (h) The Night shift (2300-0700) is considered the first shift of the day.

E.2 Full-time nurses shall receive premium pay as provided in Article 14.03 for all hours worked on a third consecutive and subsequent weekend, save and except where:

- (a) such a weekend has been worked by a nurse to satisfy specific days off requested by such nurse; or
- (b) such nurse has requested weekend work; or
- (c) such weekend work is worked as a result of exchange in shifts with another nurse.

E.3 Any lieu time for overtime shall be scheduled at a mutually agreeable time.

E.4 A weekend off for nurses shall consist of a minimum of sixty-two (62) consecutive hours off work during the period following completion of the nurse's Friday shift until the commencement of the nurse's Monday shift, unless otherwise mutually agreed. It is understood that a weekend will commence no later than the completion of the Friday Evening shift at 2300 hrs.

**ARTICLE E – HOURS OF WORK - SCHEDULING (PART-TIME)**

E.5 Part-time nurses shall receive premium pay as provided in Article 14.03 for all hours worked on a third consecutive and subsequent weekend, save and except where:

- (a) such a weekend has been worked by a nurse to satisfy specific days off requested by such nurse; or
- (b) such nurse has requested weekend work; or
- (c) such weekend work is worked as a result of exchange in shifts with another nurse.

E.6 A weekend off for nurses shall consist of a minimum of sixty-two (62) consecutive hours off work during the period following completion of the nurse's Friday shift until the commencement of the nurse's Monday shift, unless otherwise mutually agreed. It is understood that a weekend will commence no later than the completion of the Friday Evening shift at 2300 hrs.

E.7 (a) Subject to the approval by the Director of Nursing, or her designate, nurses within the same classification may be allowed to trade days off on their own provided that such request is submitted in writing to the nursing office and signed by the nurses involved in the change with a minimum of 24 hours' notice except where extenuating circumstances exist. In extenuating

circumstances, email can be left with the nursing office and the signed exchange of shift form is to be appended to the shift sign-in sheet. This provision shall also apply during Christmas and New Year's period. Such mutual exchange of a tour of duty shall not result in overtime compensation to either of the nurses involved.

It is understood nurses will make such exchanges of shift with as much notice as possible.

- (b) Nurses will receive at least five (5) consecutive days off during the Christmas or New Year's period which shall include either Christmas Eve, Christmas Day, and Boxing Day or New Year's Eve and New Year's Day. Should there be a change from current schedules to 12-hour tours, this will be re-negotiated at that time. The Hospital may waive the scheduling regulations for the period December 20 to January 5. The Christmas schedule will be posted as per the scheduling guidelines E.1 (c).

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

A nurse may submit a request to reduce the five (5) consecutive days off which shall be reviewed and not unreasonably denied subject to the needs of the Hospital.

The scheduling of time off at Christmas and New Year's shall be done on an alternating basis unless otherwise agreed between the parties. In the event of a conflict the least senior nurse with the required skill set will be scheduled.

- (c) Regular part-time nurses have a commitment to work two (2) weekends in four (4) unless mutually agreed otherwise.
- (d) The regular part-time nurse may elect to work one of the following rotations: day/evening, day/night or evening/night, according to seniority, or unless mutually agreed otherwise. Permanent part-time schedules shall only rotate through two shifts: day/evening, day/night or evening/night, unless agreed otherwise by the parties. This will not preclude a part-time nurse from making herself available for additional tours on any shift.
- (e) Work schedules shall be posted at least four (4) weeks in advance of going into effect and shall cover a minimum period of four (4) weeks.
- (f) The period of two (2) consecutive tours off shall be scheduled between change of tours and at least twenty-four (24) hours' time off shall be scheduled following night duty. A nurse shall have at least sixteen (16) hours off between shifts. If such circumstances do not prevail then they shall be paid at the overtime rate of pay for all hours worked.
- (g) A regular part-time nurse will not be scheduled to work more than seven (7) consecutive tours. Premium pay will be paid for all hours scheduled on an eighth (8<sup>th</sup>) consecutive tour and all subsequent tours.

- (h) Casual nurses will only be offered work once all regular part-time nurses have been given the opportunity to work up to their availability. It is understood that casuals have the option to refuse work when offered.
- (i) Regular part-time nurses must be available to work either Christmas or New Year's. The Christmas period will include December 24, 25 and 26. The New Year's period will include December 31, January 1 and 2.

E.8 (a) Offering Additional Shifts after the Posted Schedule

Where all regular part-time nurses have been given the opportunity to work up to their posted tours, then extra tours will be offered to qualified regular part-time nurses on the basis of seniority. And where no qualified regular part-time nurse is available to perform the work, to qualified casual part-time nurses on the basis of seniority.

It is understood that staffing will allow the nurse one (1) hour to return the call to accept any shift that is offered with greater than seventy-two (72) hours' notice.

(b) Offering of Overtime

Any shifts offered at overtime rate will be offered by seniority (full-time and part-time combined).

This assignment shall not be made if it results in premium payment that could be avoided through the use of other staff.

E.9 Any lieu time for overtime shall be scheduled at a mutually agreeable time.

E.10 Prior to initiating weekend arrangements as per central language 13.04, the Employer will notify and meet with the union to discuss and develop any necessary guidelines that will govern the particulars when introducing weekend arrangements.

E.11 Where a part-time employee(s) is scheduled to work less than a normal tour (7.5 hours), article E in its entirety applies except as amended by the following:

- (a) The Hospital will endeavour to keep the number of tours comprised of less than 7.5 hours to a minimum.
- (b) Employees working shifts comprised of less than 7.5 hours shall be granted a paid rest period.
- (c) No part-time employee will be scheduled solely on tours which are comprised of less than 7.5 hours in any pay period, except where such arrangements are requested by the employee.
- (d) Employees working tours comprised of less than 7.5 hours, shall not be scheduled to work more than five (5) consecutive tours.

- (e) Where a part-time employee is scheduled to work a tour of less than 7.5 hours overtime will be paid for all hours worked after the scheduled hours of work.

E.12

Voting Process for Extended Tours, 10 Hour Tours, 2 Day 2 Night Schedules, Self Scheduling

Pursuant to Article 13 of the Collective Agreement the parties agree to adhere to the following process when implementing Extended Tours, Self Scheduling, 2 Day 2 Night Scheduling, Ten (10) Hour Tours, or any other scheduling initiatives as may be applicable:

(a) Implementation

Scheduling initiatives will be implemented for trial when:

- i) The Hospital agrees to implement one of the above scheduling initiatives.
- ii) The Hospital agrees that this agreement shall not be withheld in an unreasonable or arbitrary manner.
- iii) Seventy-five percent (75%) of the employees in the unit so indicate by a secret ballot conducted by the Union; and
- iv) The Hospital agrees to provide the Union with space on the unit to conduct the vote.
- v) With the exception of Self Scheduling, any employee who does not wish to participate in the scheduling initiative will make this known to their manager who will continue to schedule the employee on her existing schedule as provided for in the Collective Agreement.
- vi) The Hospital agrees to conduct joint Hospital and Union meetings with the employees prior to the secret ballot to explain both the process and the implications of the scheduling initiative.
- vii) The parties agree to establish principles for conducting the vote.

(b) Trial Period

There shall be a trial period of sixteen (16) weeks. The scheduling initiative will be evaluated jointly halfway through and at the end of the trial period. It is understood that the scheduling initiative may be terminated during the sixteen (16) week trial period if deemed to be unsatisfactory by the parties.

(c) Continuation

The scheduling initiative will be continued provided seventy-five (75%) percent of the employees in the unit indicate so by a secret ballot conducted by the Union. This vote will be conducted at the end of the trial period.

(d) Discontinuation

The scheduling initiative may be discontinued in the units when seventy-five (75%) of the employees in the unit so indicate by secret ballot or by the Hospital for reasons of:

- i) Adverse effects on patient care; or
- ii) Inability to provide a workable staffing schedule; or
- iii) Where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary.

When notice of discontinuation is given by either party in accordance with the above, then:

- iv) the parties shall meet within two (2) weeks of the giving of notice to review the request for the discontinuation; and
- v) where it is determined that the scheduling initiative will be discontinued, affected employees shall be given six (6) weeks' notice before the scheduling initiative is discontinued.

## E. 13

Ten (10) Hour Tours

- (a) For nurses working ten (10) hour tours, a regular tour shall be 9.4 consecutive hours in any twenty-four (24) hour period, exclusive of a total of thirty-seven and one-half (37½) minutes of unpaid mealtime.
- (b) Nurses shall be entitled, subject to the exigencies of patient care, to relief periods during the tour of a total of thirty-seven and one-half (37½) minutes.
- (c) The Hospital shall schedule nurses on the ten (10) hour tour every second weekend off. Should the nurse work the second weekend, she will be paid in accordance with Article 14.03 for the third (3<sup>rd</sup>) and subsequent weekend worked until a weekend off is scheduled except where:
  - i) Such weekend has been worked by a nurse to satisfy specific days off requested by such nurse, or
  - ii) Such nurse has requested weekend work, or
  - iii) Such weekend worked is the result of an exchange of tours with another nurse.
- (d) Nurses shall not be scheduled to work more than four (4) consecutive 9.4 hour tours. Should a nurse work more than four (4) consecutive tours, she shall be paid in accordance with Article 14.03 for all hours worked on the fifth and subsequent tours until time off is scheduled.
- (e) Requests for change of scheduled working hours shall be done in accordance with Article E.1 (d) of the Full-time scheduling language and E.7 (a) of the Part-time scheduling language.

(f) Overtime (subject to Article 14)

For nurses working ten (10) hour tours, overtime shall be paid at the rate of time and one-half (1½) the nurses' regular straight time hourly rate for all work performed in excess of 9.4 paid hours in a twenty-four (24) hour period.

(g) Paid Holidays

A nurse working ten (10) hour tours shall be paid as per Article 15.

E. 14 Prior to permanently altering the starting or finishing time in a unit, or introducing different shifts, the Bargaining Unit President shall be notified and the employees in the unit consulted for input and comments. When circumstances warrant a change in the starting and stopping times indicated above, the Employer will provide the Union six (6) weeks' notice and will discuss any changes with the Union prior to implementation.

E.15 (a) Where a master rotation schedule is changed due to a permanent long-term layoff, or there is an addition of new full-time or part-time positions, the employees on the affected unit will be provided with ninety (90) days notice that their master rotation may be amended.

(b) 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 seniority) of registered nurses. Job share partners will use the seniority of the senior partner for the purpose of line selection.

(c) All Master Rotations will be provided to the Bargaining Unit President once per calendar year upon request.

E.16 Shifts Offered in Error

Where the parties agree that an error has been made under Article E.8 for the distribution of shifts for part-time employees, due to an administrative error or where an error is made for the call-in process for the allocation of additional tours to part-time and/or full-time employees, the parties agree the error will be remedied as follows:

(a) The affected Employee will be offered a shift as an extra to be worked within four (4) weeks at a time mutually agreed to by the Employee and her/his Manager.

(b) The extra shift will be paid at the rate of pay which the Employee would have received had the offer been made according to the Collective Agreement.

(c) The Employee working the extra shift will not be counted in the minimum staffing for the unit and will work as an extra staff member for the scheduled shift.

- (d) When a nurse is scheduled to work an extra shift and a staffing deficiency subsequently arises, 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 and a subsequent shift will be scheduled as per the above as an "extra" shift.

**ARTICLE F – PAID HOLIDAYS**

F.1 The Hospital recognizes the following as paid holidays:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
3 <sup>rd</sup> Monday in June	Christmas Day
July 1 <sup>st</sup>	Boxing Day

**NOTICE**

The Hospital puts the union on notice that if a nurse works on a paid holiday, they will be paid for time worked in the paid holiday. We will no longer allow time worked to be banked.

F.2 (Full-Time)

Lieu days off shall be granted at a time mutually agreed to between the Director of Nursing and the nurse. If no agreement is reached the nurse shall be paid for the holiday.

F.3 (Full-time)

When a holiday falls during a scheduled vacation period an additional day off with pay may be added to the vacation period or some other mutually agreeable time.

F.4 (Full-time)

If a holiday falls on a nurse's scheduled day off, she shall receive another day off with pay in lieu of the holiday at some time mutually agreed to between the Director of Nursing and the nurse.

F.5

A shift that begins or ends during the twenty-four (24) hour period of the above holiday, where the majority of time worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the shift.

F.6

Lieu days shall be taken at a mutually agreeable time within thirty (30) days prior to or sixty (60) days following the holiday.

F.7

Whenever a part time nurse is assigned to work on a weekend immediately preceding, or following the designated holiday he/she will also be scheduled to work the designated holiday unless it is part of a fixed rotation.

**ARTICLE G – VACATION**

G.1

Full-time nurses shall be entitled to vacation with pay based on length of continuous service as of the beginning of the vacation year.

- G.2 The amount of vacation time off shall be calculated in accordance with time worked since date of hire based on vacation allowance as per the collective agreement. The Hospital will identify vacation time earned for part-time employees twice per year within ten (10) days of the completion of the first pay period in January and July. Such notice will be appended to their pay stubs.
- G.3 Vacation request for the period of May 15 to September 15 shall be submitted to the Chief Nursing Officer according to the following schedule:
- (a) Combined full-time and part-time vacation request lists will be posted on each unit no later than February 1.
    - i) Employees in the top third of the seniority list will request by February 10 and will be authorized and posted by February 17;
    - ii) Employees in the middle third of the seniority list will request by February 27 and will be authorized and posted by March 6;
    - iii) Employees in the bottom third of the seniority list will request by March 16 and will be authorized and posted by March 23.
  - (b) Nurses shall be given preference with respect to their vacation periods in accordance with seniority, in submitting their request nurses will indicate a second option.
  - (c) Subject to E.1 (c) and E.7 (e), the summer schedule shall be posted by April 30.
  - (d) Once an employee has indicated a preferred vacation period, she or he may not exercise seniority rights to change this stated period.
  - (e) Subject to the foregoing, vacation requests received after March 1 will be considered on the basis of date of receipt. In the event of a dispute, seniority will prevail.
  - (f) Vacation requests shall not be unreasonably denied.
- G.4 Vacation credits may be carried over from one (1) vacation year to the next to a maximum of one (1) week vacation.

## **ARTICLE H – GENERAL**

- H.1 Seniority lists shall be posted within ten (10) days of the completion of the first pay period in January and July of each year on all union boards. The employer will also send the seniority list via hospital email to all nurses at the same time.
- H.2 Where two or more nurses have identical seniority dates the nurse's College of Nurses registration will be the determining factor.



- H.3 It shall be the duty of the nurse to notify the Hospital promptly of any change in address. If a nurse fails to do this, the Hospital will not be responsible for failure of a notice sent by registered mail to reach a nurse.
- H.4 The Hospital will provide bulletin board space for the purpose of posting notices regarding meetings and otherwise restricted to Union matters. All such notices must be signed by a member of the Union Executive.
- H.5 Any regular earnings omitted on a paycheque greater than one hundred dollars (\$100) which is not caused by the nurse's error, shall be paid to the nurse within three (3) working days from the time of issuance.
- H.6 (a) The Hospital will notify the Local President of the names of all employees who go off work due to a work related injury or when an employee goes on LTD.
- (b) The Hospital agrees to provide the employee with a copy of the Workplace Safety and Insurance Board Form 7 at the same time as it is sent to the Board.
- H.7 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.
- H.8 Notification to Unsuccessful Job Applicants
- The parties agree that any unsuccessful Bargaining Unit member for an ONA job posting will be notified, in writing, with a copy to the ONA Bargaining Unit President, prior to posting the name of the successful candidate.
- H.9 Paid Professional Leave Days
- Each nurse shall be entitled to up to one (1) paid professional development day per calendar year, prorated for part-time. The nurse shall provide the hospital with as much notice as is practicable to ensure that replacement staff is provided.
- Prior to taking any professional development days, the nurse may request that any transportation costs, registration fees, subsistence and other expenses be paid by the Employer.
- H.10 Professional Leave Days
- RNs may request an unpaid LOA for the purpose of professional development relevant to their nursing practice at the hospital. Staff may also apply for funding for tuition and mileage for such programs e.g. ACLS, TNCC, ENPC, PALS, and various workshops related to their employment at the Hospital. Such request shall not be unreasonably denied.

H.11 Retiree Benefits – Process for Payment

Any bargaining unit nurse who retires and wishes to participate in the benefit plans as outlined in article 17.01(h) will provide advance payment of the benefits through three post-dated cheques provided on a quarterly basis.

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

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

H.12 Musculoskeletal Injury Prevention and Control

- (a) The hospital in consultation with the joint health and safety committee shall develop, establish and put into effect, musculoskeletal prevention and control measures, procedures, practices, equipment and training for the health and safety of workers.
- (b) At least once a year the musculoskeletal prevention and control measures, procedures, practices, equipment and training shall be reviewed and revised in the light of current knowledge and practice.
- (c) The review and revision shall be done more frequently than annually if the employer or the joint health and safety committee determines that such review and revision is necessary.
- (d) The Hospital will provide training on musculoskeletal prevention and control measures, procedures, practices and equipment to all employees during a new employee's orientation.
- (e) The employer will conduct initial and on-going risk assessments to determine musculoskeletal prevention and control measures, procedures, practices, equipment and training.
- (f) The joint health and safety committee will review compliance with musculoskeletal prevention and control measures, procedures, practices, equipment and training during their physical inspection of the workplace.
- (g) The JHSC will inspect an area that has frequent repetitive strain injuries as frequently as recommended by the JHSC, to review compliance with musculoskeletal prevention and control measures, procedures, practices, equipment and training.

H.13 The parties agree that any mileage payment made will be identified on the nurse's regular bi-weekly pay stub.

**ARTICLE I – INDIVIDUAL SPECIAL CIRCUMSTANCES**

I.1 The Hospital and the Association agree to implement individual special circumstance schedules pursuant to Article 13.05 of the collective agreement.

- (a) Requests for Individual Special Circumstance arrangements will be in writing to the Director of Nursing or designate with a copy to the Association.
- (b) The Hospital, the Association and the individual shall meet to discuss the individual terms of the special circumstances schedule. Such arrangement(s) will be documented by a Letter of Understanding which will set out the terms of the agreement required under Article 13.05.

## **ARTICLE J – EARLY AND SAFE RETURN TO WORK**

### **J.1 Modified Work/Return to Work Programs**

The Hospital and the Union recognize the purpose of modified work/return to work programs, is to provide fair and consistent practices for accommodating nurses who have been ill, injured or permanently disabled, to enable their early and safe return to work.

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

- (a) A nurse 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) A nurse 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) A nurse 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) If a nurse with a disability whose pre-injury/illness job cannot be accommodated to allow them to perform the essential duties of that particular job, every attempt will be made to offer alternative work that is comparable in nature and salary to the pre-injury/illness employment.
- (e) In order to return a worker with a disability to her/his pre-injury job, appropriate accommodation may include, but is not limited to, modifications to the job or work station, reorganization of the work, and/or retraining of the worker in order to perform the essential duties of the pre-injury job or alternative suitable work that may become available.

- J.2 (a) The Hospital will provide an updated list of information to the union at each Labour Management meeting including the following:
  - i) Employees absent from work because of disability who are in receipt of Workplace Safety and Insurance Board benefits.
  - ii) Employees absent from work because of disability who are in receipt of Long Term Disability benefits including last day worked.

- iii) Employees who required temporary or permanent accommodation in the workplace.
- (b) It is understood that it is the obligation of the disabled employee in receipt of short-term or long-term disability benefits to ensure the Hospital's Occupational Health Department is advised as soon as possible of any change in medical restrictions which may affect their ability to return to regular or modified duties.
- (c) The Hospital will advise the Union of offers of permanent accommodation within or outside of the bargaining unit.

J.3

Return to Work

- (a) The Hospital will notify the Bargaining Unit President of the names of the employees who go off work due to a work related injury or when an employee goes on LTD. The Hospital will provide to the Union a monthly list of all new employees on modified work programs at the beginning of each month.
- (b) When it has been medically determined that an employee is unable to return to the full duties of her position due to a disability, the Hospital will notify and meet with the Bargaining Unit President or designate, the employee (if available) and the relevant manager(s) to discuss the circumstances surrounding the employee's return to suitable work.
- (c) When developing and recommending strategies for return to work, the parties will consider the following based on the employee's documented accommodation needs:
  - i) Original position
  - ii) Original unit
  - iii) Original unit/position with modification to the work area and/or equipment and/or the work assignment
  - iv) Alternate positions outside the original unit
  - v) Any positions in the bargaining unit
  - vi) Any positions in the Hospital in which the employee may be accommodated.

**ARTICLE K – NEEDLE STICK AND SHARPS INJURIES**

K.1

Where workers may be exposed to a blood-borne pathogen, the Employer, with the input of workers through the joint Health and Safety Committee, shall identify existing or potential exposure risks and develop and implement an Exposure Control Plan. The plan will be reviewed and updated annually through the Joint Health and Safety Committee.

Employees' exposure or potential exposure will be eliminated or minimized through available engineering and administrative controls.

Training will be provided annually by the Joint Health and Safety Committee.

The Employer ensures timely provision of post-exposure medical attention to any employee who receives a sharp injury. The Employer also shall ensure that a post-exposure protocol is accessible and is communicated to all employees.

Employees shall follow all prevention, control and post exposure protocols.

## **ARTICLE L – VIOLENCE IN THE WORKPLACE**

### **L.1 Violence in the Workplace**

- (a) While the Employer agrees that no form of verbal, physical, sexual, racial or other abuse of employees will be condoned in the workplace, it is recognized that in some cases, nurses may be subject to inappropriate comments or conduct by patients, visitors, etc. who may be non-competent or upset, and further, that dealing with these situations can be an inherent part of the job of the nurse. Any nurse who believes a situation to be abusive such that it requires immediate intervention shall report this to the immediate supervisor who will make every reasonable effort to rectify the abusive situation. Other abusive situations will be reported on an Incident Report Form for further review/recommendation by the JOHSC (for the CNO) as required.
- (b) The Employer shall notify the Union within three days of any employee who has been assaulted while performing her or his work. The assaulted employee may choose to have her or his name remain confidential. Such information shall be provided to the Union in writing as soon as possible. Updated statistics on numbers of staff assaulted while performing work will be brought to each meeting of the Joint Health and Safety Committee.
- (c) The parties agree that if incidents involving aggressive client action occur, such action will be recorded and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the employer will follow to address the legitimate health and safety concerns of employees presented in that forum. The parties further agree that suitable subjects for discussion at the Joint Labour Management Committee will include aggressive patients. "Client Action" includes patients, clients, visitors and family members.
- (d) The Hospital will consider request 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 her work. The employee will endeavour to present her or his claim to the employer within seven (7) days after the event unless it was impossible for him or her to do so during this period.

## **ARTICLE M – PREPAID LEAVE**

- M.1 Effective April 1, 1989, not more than one (1) nurse may be absent at any one time on prepaid leave.

**ARTICLE N – ELECTRONIC GRIEVANCE FORMS**

- N.1 The parties agree to use the electronic version of the (O.N.A. Grievance Form at Appendix 1 of the Hospital Central Agreement).
- N.2 The parties agree that hard copies of the electronic form are valid for purposes of Article 7 of the Hospital Central Agreement.
- N.3 Electronic grievances may be sent, via email, to the applicable Manager and copied to Human Resources, or the identified designate.
- N.4 The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.
- N.5 The Union undertakes to get a copy of the electronic version signed by the grievor.
- N.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 O – ELECTRONIC PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORMS**

- O.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.
- O.2 The parties agree that hard copies of the electronic PRWRF are valid for purposes of Article 8 of the Hospital Central Agreement.
- O.3 Electronic PRWRFs may be sent, via email, to the applicable Manager or designate.
- O.4 The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.
- O.5 The union undertakes to get a copy of the electronic version signed by the employee(s).
- O.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 4<sup>th</sup>    DAY OF   February  , 2019.

**FOR THE EMPLOYER:**

*“Kim Woods”*

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*“Kayla MacGillivray”*

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**FOR THE UNION:**

*“Susan Blair”*

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Labour Relations Officer

*“Christine Fournier, RN, BUP”*

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*“Lynn Lalonde, RN”*

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*“Janice Lacombe-Gareau”*

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**LETTER OF UNDERSTANDING**

Between:

GLENGARRY MEMORIAL HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Re: Vacation Quota

Notwithstanding Article G – Vacations of the Local Collective Agreement, the parties agree to the following:

1. There may be a maximum of four (4) nurses on vacation during July and August including the in-charge nurse. The Patient Safety Co-ordinator and In-service Co-ordinator are excluded provided they do not have a clinical rotation.
2. Nurses will be limited to a maximum of three (3) weeks during the months of July and August combined. Additional vacation requests may be granted if possible by seniority.
3. Nurses may only “give away” a total of four (4) shifts during July and August combined, of which only two (2) may be consecutive.
4. A maximum of two (2) weekends may be requested as vacation if it is not booked in conjunction with a week during the months of July and August.

DATED AT     Cornwall    , ONTARIO, THIS 4<sup>th</sup>    DAY OF     February    , 2019.

**FOR THE EMPLOYER:**

*“Kim Woods”*

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*“Kayla MacGillivray”*

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**FOR THE UNION:**

*“Susan Blair”*

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*“Christine Fournier, RN, BUP”*

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*“Lynn Lalonde, RN”*

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*“Janice Lacombe-Gareau”*

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**LETTER OF UNDERSTANDING**

Between:

GLENGARRY MEMORIAL HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Re: Workload Concerns for Preceptors, Mentors and Orientors

The parties agree to meet at Labour Management to discuss, develop and implement a means to manage the workload of nurses when fulfilling the role of preceptor, mentor or orienting other nurses.

DATED AT   Cornwall  , ONTARIO, THIS 4<sup>th</sup>    DAY OF   February  , 2019.

**FOR THE EMPLOYER:**

*"Kim Woods"*

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*"Kayla MacGillivray"*

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**FOR THE UNION:**

*"Susan Blair"*

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Labour Relations Officer

*"Christine Fournier, RN, BUP"*

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*"Lynn Lalonde, RN"*

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*"Janice Lacombe-Gareau"*

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## LETTER OF UNDERSTANDING

Between:

GLENGARRY MEMORIAL HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Re: Part-time Scheduling Protocol

There will be designated lines as follows:

- Emergency fixed lines
- Emergency flex lines
- Medicine fixed lines
- Medicine flex lines
- Mixed fixed lines
- Mixed flex lines

Areas of work:

- There will be three (3) main areas of work for the purposes of scheduling. Those areas are Emergency, Medicine and Clinics.
- Mixed lines may include any of the above areas of work.

Fixed vs. Flex

- Fixed lines will have master rotations which will allow for pre-scheduling up to the specific point associated with each line.
- Flex lines will not have a master pattern. Shifts will be scheduled as needed based on scheduling provisions of the collective agreement as equitably as possible.
- Nurses will select their preferred area to work including fixed and flex preferences and will be granted such position and will be placed on the scheduling rotation of their choice. Where two or more nurses identify a preference for a particular rotation which exceeds the identified needs above article 10.07 c) shall govern.
- Nurses may make themselves available to work additional tours and may also identify the area(s) in which they are making themselves available to work. Nurses who have chosen to work on Fixed lines and wish to make themselves available for work in the other area may do so on a casual basis.

It is understood that the employer can create additional fixed or flex lines.

The employer and the union agree to meet on an as needed basis to review and discuss any concerns raised with regard to this Letter of Understanding.

NOTE: The parties agree that all provisions of the Collective Agreement remain in place unless amended herein.

DATED AT     Cornwall    , ONTARIO, THIS 4<sup>th</sup> DAY OF     February    , 2019.

**FOR THE EMPLOYER:**

*“Kim Woods”*

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*“Kayla MacGillivray”*

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**FOR THE UNION:**

*“Susan Blair”*

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Labour Relations Officer

*“Christine Fournier, RN, BUP”*

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*“Lynn Lalonde, RN”*

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*“Janice Lacombe-Gareau”*

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**LETTER OF UNDERSTANDING**

Between:

GLENGARRY MEMORIAL HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Re: Part-Time Vacation Scheduling and Calculation

Notwithstanding Article G – Vacations, the Letter of Understanding Re. Vacation Quota and the Letter of Understanding Re. Part-time Scheduling Protocol, the parties agree to the following:

1. Part-time Nurses working on a Fixed Master Schedule requesting time off on a day which normally forms part of the Fixed Master Schedule shall indicate this time off as vacation.
2. Part-time Nurses working on a Flexed Schedule may request time off by indicating unavailability. This time off will not be indicated as vacation provided they continue to meet their assigned point.
3. It is understood that for Part-time Flexed Schedule nurses, unavailability will be accommodated on the basis of seniority. The employer will not be unreasonable when considering requests of unavailability.

The parties agree to review this Letter of Understanding at the regularly scheduled Labour Management meeting.

The parties agree that all provisions of the collective agreement remain in place unless amended herein.

DATED AT Cornwall, ONTARIO, THIS 4<sup>th</sup> DAY OF February, 2019.

**FOR THE EMPLOYER:**

*"Kim Woods"*

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*"Kayla MacGillivray"*

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**FOR THE UNION:**

*"Susan Blair"*

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*"Christine Fournier, RN, BUP"*

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*"Lynn Lalonde, RN"*

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*"Janice Lacombe-Gareau"*

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## LETTER OF UNDERSTANDING

Between:

GLENGARRY MEMORIAL HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Re: Part-time Standby Schedule Guidelines

Whereas the Employer has implemented standby the parties agree that all provisions of the collective agreement remain in place except as amended herein. The parties have agreed to the following scheduling provisions.

- (a) Weekend standby tours, (Friday, Saturday and Sunday) will be scheduled by the Employer and posted on the regular work schedules as per E.
- (b) Once work schedules are posted and weekday (Monday through Thursday) standby shifts are identified, regular part-time nurses will choose by seniority which on-call shifts they will work. Nurses will not choose a standby shift when scheduled to work day shift the following day.
- (c) Any weekday standby tour not selected by a regular part-time nurse will be assigned by the Employer ensuring shifts are assigned as equitably as possible.
- (d) Scheduled standby assignments will be scheduled equitably among the regular part-time nurses.
- (e) Standby will not be scheduled on a scheduled weekend off unless otherwise agreed by the employee.
- (f) Where an employee is scheduled for standby for any hours on a weekend this shall be considered a weekend worked.
- (g) Standby schedules will not be reassigned without consultation with the employee whose schedule is being changed.
- (h) Employees may exchange or give away standby assignments. Where two employees agree to exchange standby assignments, such agreement shall be in writing. Article E.7 (a) shall apply. Such requests shall not be unreasonably denied.
- (i) Effective June 29, 2012, a nurse who is called back to work from standby and is scheduled to work a regularly scheduled shift the next day shall be entitled to leave with pay for 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. The nurse's schedule shall be deemed to be amended to provide the required 12 hours off from the end of the shift for which the nurse was called in, and she shall not report to work until after the 12 hour period has ended, unless she is specifically requested by the Employer to do so and she agrees. In the event the Employer makes such a request, and the nurse agrees, she shall be paid one and one half (1 ½) times her regular rate for all hours worked that fall within the 12 hour period.

(j) Nurses scheduled for standby shall be provided with cell phones.

The parties agree to review this Letter of Understanding on a six month interval at the regularly scheduled Labour Management meeting.

DATED AT Cornwall, ONTARIO, THIS 4<sup>th</sup> DAY OF February, 2019.

**FOR THE EMPLOYER:**

*"Kim Woods"*

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*"Kayla MacGillivray"*

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**FOR THE UNION:**

*"Susan Blair"*

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Labour Relations Officer

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