

COLLECTIVE AGREEMENT

between

CORNWALL GENERAL HOSPITAL  
(Hereinafter referred to as "the Hospital")

and

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

Expiry: March 31, 1998

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APPENDIX 3

SALARY SCHEDULE (Pay Equity Adjusted Rates)  
(Dollars per month & hour)

<u>START</u>	<u>AFTER</u> <u>1 YR.</u>	<u>AFTER</u> <u>2 YRS.</u>	<u>AFTER</u> <u>3 YRS.</u>	<u>AFTER</u> <u>4 YRS.</u>	<u>AFTER</u> <u>5 YRS.</u>	<u>AFTER</u> <u>6 YRS.</u>	<u>AFTER</u> <u>7 YRS.</u>	<u>AFTER</u> <u>8 YRS</u>	<u>AFTER</u> <u>9 YRS.</u>
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REGISTERED NURSE

Effective April 1, 1993

Monthly

2778.75	2925.00	3046.88	3214.25	3380.00	3547.38	3755.38	3963.38	4171.38	4381.00
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Hourly

17.10	18.00	18.75	19.78	20.80	21.83	23.11	24.39	25.67	26.96
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Effective January 1, 1994

Monthly

2824.25	2970.50	3092.38	3259.75	3425.50	3592.88	3800.88	4008.88	4216.88	4426.50
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Hourly

17.38	18.28	19.03	20.06	21.08	22.11	23.39	24.67	25.95	27.24
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Effective January 1, 1995

Monthly

2869.75	3016.00	3137.88	3305.25	3471.00	3638.38	3846.38	4054.38	4262.38	4472.00
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Hourly

17.66	18.56	19.31	20.34	21.36	22.39	23.67	24.95	26.23	27.52
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Effective January 1, 1996

Monthly

2915.25	3061.50	3183.38	3350.75	3516.50	3683.88	3891.88	4099.88	4307.88	4517.50
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Hourly

17.94	18.84	19.59	20.62	21.64	22.67	23.95	25.23	26.51	27.80
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APPENDIX 3

SALARY SCHEDULE (Pay Equity Adjusted Rates)

(Dollars per month & hour)

START	<u>AFTER</u> <u>1 YR.</u>	<u>AFTER</u> <u>2 YRS.</u>	<u>AFTER</u> <u>3 YRS.</u>	<u>AFTER</u> <u>4 YRS.</u>	<u>AFTER</u> <u>5 YRS.</u>	<u>AFTER</u> <u>6 YRS.</u>	<u>AFTER</u> <u>7 YRS.</u>	<u>AFTER</u> <u>8 YRS.</u>
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INSTRUCTOR - RNA, STAFF EDUCATOR

Effective April 1, 1993

Monthly

2933.72	3105.79	3248.64	3440.06	3627.93	3826.15	4063.78	4252.95	4503.80
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Hourly

18.05	19.11	19.99	21.17	22.33	23.55	25.01	26.17	27.72
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Effective January 1, 1994

Monthly

2981.76	3154.10	3297.16	3488.76	3676.77	3875.23	4113.02	4301.78	4552.92
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Hourly

18.35	19.41	20.29	21.47	22.63	23.85	25.31	26.47	28.02
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Effective January 1, 1995

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Monthly

3029.79 3202.41 3345.67 3537.46 3725.61 3924.30 4162.26 4350.60 4602.05

Hourly

18.64 19.71 20.59 21.77 22.93 24.15 25.61 26.77 28.32

Effective January 1, 1996

Monthly

3077.83 3250.72 3394.18 3586.15 3774.45 3973.38 4211.49 4399.43 4651.17

Hourly

18.94 20.00 20.89 22.07 23.23 24.45 25.92 27.07 28.62

APPENDIX 3SALARY SCHEDULE (Pay Equity Adjusted Rates)

(Dollars per month &amp; hour)

START	<u>AFTER</u> <u>1 YR.</u>	<u>AFTER</u> <u>2 YRS.</u>	<u>AFTER</u> <u>3 YRS.</u>	<u>AFTER</u> <u>4 YRS.</u>	<u>AFTER</u> <u>5 YRS.</u>	<u>AFTER</u> <u>6 YRS.</u>	<u>AFTER</u> <u>7 YRS.</u>	<u>AFTER</u> <u>8 YRS.</u>	<u>AFTER</u> <u>9 YRS.</u>
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ASSISTANT HEAD NURSE, DIABETIC DISCHARGE PLANNING NURSEEffective April 1, 1993Monthly

2869.40	3020.69	3241.91	3323.13	3500.25	3672.42	3891.19	4196.73	4324.51	4541.83
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Hourly

17.66	18.59	19.95	20.45	21.54	22.60	23.95	25.83	26.61	27.95
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Effective January 1, 1994Monthly

2916.38	3067.680	3290.32	3370.17	3547.38	3719.52	3938.34	4244.91	4371.68	4589.00
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Hourly

17.95	18.88	20.25	20.74	21.83	22.89	24.24	26.12	26.90	28.24
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Effective January 1, 1995

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Monthly

2963.37	3114.67	3338.74	3417.21	3594.50	3766.63	3985.48	4293.09	4418.85	4636.17
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Hourly

18.24	19.17	20.55	21.03	22.12	23.18	24.53	26.42	27.19	28.53
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Effective January 1, 1996

Monthly

3010.35	3161.65	3387.15	3464.26	3641.63	3813.73	4032.63	4341.27	4466.02	4685.22
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Hourly

18.53	19.46	20.84	21.32	22.41	23.47	24.82	26.72	27.48	28.83
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APPENDIX 3

SALARY SCHEDULE (Pay Equity Adjusted Rates)

(Dollars per hour)

GRADUATE NURSE

EFFECTIVE APRIL 1, 1993

16.57

EFFECTIVE JANUARY 1, 1994

16.84

EFFECTIVE JANUARY 1, 1995

17.11

EFFECTIVE JANUARY 1, 1996

17.39

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SUPERIOR CONDITIONS

Clause #  
Central Contract                      Applicable clause from existing Full-time Collective Agreement

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12.08            17.10 Sick Leave and Long Term Disability

(a) The Hospital agrees to continue and the Association agrees to accept the present sick and long term disability plans.

(b) For those eligible employees who have banked days from previous sick leave plans, the sick leave banked shall be utilized to supplement payment for sick leave days under the present plan which would otherwise be at less than full wages.

(c) (i) An employee having accrued sick leave to her credit shall on severance, except dismissal for cause, after five (5) years of service receive thirty percent (30%) of her accrued sick leave up to a maximum of twenty-five (25) days at the rate of pay effective immediately prior to the severance.

(ii) An employee having accrued sick leave to her credit shall on severance, except dismissal for cause, after ten (10) years of service receive fifty-five percent (55%) of her accrued sick leave up to a maximum of fifty-five (55) days at the rate of pay effective immediately prior to the severance.

(iii) An employee having accrued sick leave to her credit shall on retirement receive one hundred percent (100%) of her accrued sick leave up to a maximum of one hundred (100) days at the rate of pay effective immediately prior to termination.

(d) A nurse who transfers from full time to part- time may elect to retain her accumulated sick leave credits to be utilized during subsequent full-time employment.

16.01            16.04 Full-time nurse teachers shall be entitled to one additional week of vacation with pay.

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SUPERIOR CONDITIONS

Clause #

Central Contract    Applicable clause from existing Part-time Agreement

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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

to the

COLLECTIVE AGREEMENT

Between

CORNWALL GENERAL HOSPITAL  
(Hereinafter referred to as the "Hospital")

And

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

FULL-TIME UNIT

Article A	-	Recognition
Article B	-	Management Functions
Article C	-	Representation and Committees
Article D	-	Leave for Association Business
Article E	-	Scheduling Provisions
Article F	-	Paid Holidays
Article G	-	Vacations
Article H	-	Miscellaneous
Article I	-	Pay Period
Article J	-	Modified Work
Article K	-	Job Sharing
		Letters of Understanding

ARTICLE A - RECOGNITION AND DEFINITIONS

- A.1 The Hospital recognizes the Association as the exclusive bargaining agent for all full-time registered and graduate nurses employed in a nursing capacity at the Cornwall General Hospital, Cornwall, save and except Head Nurses and persons above the rank of Head Nurse and Employee Health Nurse.
- A.2 The word "nurses" when used in this Agreement shall mean persons in the above described bargaining unit.

ARTICLE B - MANAGEMENT FUNCTIONS

- B.1 The Association recognizes that the management of the Hospital and the direction of the working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital except as modified by this agreement, and without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Hospital to:
- (a) maintain order, discipline, quality patient care and efficiency;
  - (b) hire, transfer, layoff, recall, suspend or otherwise discipline nurses, provided that a claim by a nurse that she has been discharged, suspended or disciplined without just cause may become the subject of a grievance and may be dealt with as hereinafter provided;
  - (c) determine, in the interest of efficient operation and highest standard of service, job rating or classification, work assignments, and the working establishment for the service;
  - (d) generally to manage the operation that the Employer is engaged in without restricting the generality of the foregoing, to determine the number of personnel required, methods, procedures and equipment in connection therewith;
  - (e) make, enforce, and alter from time to time reasonable rules and regulations to be observed by the nurses, which are not inconsistent with the provisions of this Agreement.
- B.2 These rights shall not be exercised in a manner inconsistent with the provisions of this agreement.

ARTICLE C - REPRESENTATION AND COMMITTEES

C.1 Nurse Representatives and Grievance Committee

There shall be six (6) representatives, at least two (2) from the Part-time Bargaining Unit.

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

C.3 Hospital-Association Committee

Each of the parties shall name three (3) representatives.

C.4 Negotiating Committee

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

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

ARTICLE D - LEAVE FOR ASSOCIATION BUSINESS

D.1 The granting of such leaves of absence 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 at any one time and no more than one nurse from any unit;
- (c) the cumulative total number of days of leave shall be sixty, including both full-time and part-time representatives.

ARTICLE E - SCHEDULING PROVISIONS

E.1 (a) Schedules shall be posted four (4) weeks in advance. The Hospital shall notify the nurse of any changes after the schedule is posted, and such notification shall be initialled by the notifier.

(b) (i) A nurse shall be scheduled at least two (2) weekends off in four (4).

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(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. (This is not applicable to extended tours).

(c) Four (4) days off shall be scheduled 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.

(d) Nurses shall not be scheduled to work more than seven (7) consecutive days.

Nurses employed in the operating room on or before June 11, 1981, who mutually agree to work more than seven (7) consecutive days may continue this practice with no penalty to the Hospital.

(e) Split tours shall not be scheduled.

(f) A nurse shall not be required to change her tour of duty more than once in a one week period.

(g) A period of sixteen (16) hours off shall be scheduled between a change of tours and at least forty-eight (48) hours time off shall be scheduled following night duty.

(h) These scheduling regulations may be modified between December 15th and January 10th, so that all nurses will receive five or more consecutive days off at either Christmas or New Year's. Time off at Christmas shall include Christmas Eve, Christmas Day and Boxing Day, and time off at New Year's shall include New Year's Eve and New Year's Day.

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 A nurse who wishes to change her posted schedule shall submit the request in writing for the approval of her immediate supervisor, a request for the change co-signed by the nurse willing to exchange with her. If circumstances prevent written requests verbal approval of the immediate supervisor must be obtained prior to the exchanging.
- E.3 Rest periods shall be scheduled in each half tour.
- E.4 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 consecutive weekend.
  - (c) For all work performed as a result of failure to schedule two consecutive tours off between a change of tour or at least 48 hours off following night duty.
  - (d) Where a nurse chooses equivalent time off under 14.09, such time off must be taken within a period of forty-five (45) days.
- E.5 Extended Hour Tours
- (a) Extended hour tours will be implemented in a unit when at least 75% of the nurses indicate by secret vote that they wish extended tours and the Director of the Employment Standards Branch at the Ministry of Labour gives approval.
  - (b) Extended hour tours will be discontinued at any time after six (6) months of the implementation of such tours if at least 65% of the nurses involved indicate in a secret vote that they no longer wish to work extended tours.
  - (c) Nurses on units that implement extended hour tours may still have the option of working their normal tour on that unit, if the scheduling pattern permits.
  - (d) Nurses will not be scheduled to work more than four (4) consecutive days.
  - (e) A period 11-3/4 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:
  - 1. for all hours worked after working four (4) consecutive tours of work;
  - 2. for all work performed on her third consecutive weekend.
- (g) The following provisions shall be adjusted for nurses working on extended hour tours:

Article 14.01 - Subject to the tag end, overtime shall be paid on all hours in excess of the normally scheduled extended tour.

Article 16 - Vacation shall be earned and used in hours on the following basis:

- 3 weeks entitlement - 112.5 paid hours
- 4 weeks entitlement - 150.0 paid hours
- 5 weeks entitlement - 187.5 paid hours

E.6 Flexible Hours

Nurses in the following classifications shall continue in their scheduling pattern of flexible hours:

Out-Patient Mental Health Nurse  
Discharge Planning - Diabetic Nurse

- E.7 Nurses in the out-patient psychiatric department will not be entitled to overtime payment when their flexible hours result in less than sixteen (16) hours off between shifts, unless they are required to work more than thirty-seven and one-half (37 1/2) hours per week.
- E.8 Where an employee has been called in from standby and worked the hours after 2400 hours, such employee will not be required to work the day shift unless she or he does so by mutual agreement between the employee and hospital.

ARTICLE F - PAID HOLIDAYS

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

New Years' Day  
2nd Monday in February  
Good Friday  
Victoria Day

Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day



Canada Day  
Civic Holiday

Boxing Day  
Easter Monday (1989,  
thereafter)

In the event that the Provincial Government declares an additional holiday (such as Heritage Day) during the term of this Agreement, such holiday will be substituted for the second Monday in February.

- F.2 Lieu days will be scheduled by mutual agreement within thirty (30) days either side.
- F.3 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.

#### ARTICLE G - VACATIONS

- G.1 (a) Vacation requests for the period May 1st to October 31st shall be submitted to the head nurse of the unit by April 1st preceding. Vacation schedules for the above period shall be posted by May 1st.
- (b) Vacation requests for the period November 1st to April 30th shall be submitted to the head nurse of the unit by October 1st preceding. Vacation schedules shall be posted by November 1st.
- (c) When there are conflicting requests for vacations the most senior nurse shall be entitled to her vacation preference.
- (d) Vacations may be taken at any time of the year except during the period December 15th to January 10th. 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) Requests for vacation shall not be unreasonably denied. Vacation

quotas shall consider both full-time and part-time nurse's requests on an equitable basis. Upon receiving a written request, the Nurse Manager will give a nurse written reasons for denial of vacation request.

- (g) When a nurse is scheduled to start vacation, the hospital will not schedule her/him to work nights unless the nurse has requested it or it is part of her/his master rotation.

#### ARTICLE H - MISCELLANEOUS

H.1 A nurse who is employed in the out-patient psychiatric department, discharge planning-diabetic nursing, psychogeriatric nurse, child development nurse or staff development who uses her own car in the performance of her duties shall receive a mileage allowance of thirty-five (35) cents per mile after the local travel slip has been submitted to the Hospital.

H.2 The Hospital shall provide access to bulletin board space for the posting of notices related to Association business. Such notices must be signed by a member of the executive of the local Association and approved by the Administrator of the Hospital.

Notices for meetings shall be posted in each unit's bulletin board if mutually agreed to by head nurse.

H.3 A copy of the current seniority list will be filed with the President of the Local Association or her designate on request in April and October. A copy of the seniority list shall also be posted at the same time.

H.4 The number of nurses that may be absent at any one time on a pre-paid leave shall not exceed the following:

one nurse, normally assigned to work on First North (Med.), and

one nurse, normally assigned to work on Second North (Surg.), and

one nurse, normally assigned to work on Second South, and

one nurse, normally assigned to work on Third South (In-Patient Psychiatry) or one nurse normally assigned to work in Out-Patient Psychiatric/Community Mental Health programs, and

one nurse, normally assigned to work in the Emergency Dept\Out-Patient Department, and

one nurse, normally assigned to work in I.C.C.U., and

one nurse, normally assigned to work in the surgical suite\recovery room, and

one nurse, normally assigned to work in the rehabilitation unit, when such begins operation, and

one nurse normally assigned to work in the OPS Department.

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 or one (1) hour prior to the commencement of a day tour.

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

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

H.7 Job postings in accordance to Article 10.06 will be posted for seven (7) consecutive days starting on any Wednesday.

#### ARTICLE I - PAY PERIOD

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

#### ARTICLE J - MODIFIED WORK

J.1 The Hospital will notify the President of the Local Nurses' Association of the names of all nurses who go off work due to a work related injury or when a nurse goes on L.T.D.

- J.2 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 a staff representative of the Ontario Nurses' Association and a member of the Local Executive to discuss the circumstances surrounding the employee's return to suitable work.
- J.3 The Hospital agrees to provide the employee with a copy of the Workers' Compensation Board Form 7 at the same time as it is sent to the Board.

#### ARTICLE K - JOB SHARING

- K.1 Job sharing requests with regard to full-time positions shall be considered on an individual basis.
- K.2 Total hours worked by the job sharer shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) nurses and the Nurse Manager.
- K.3 For the purpose of the position, the above schedules shall conform with the scheduling provisions of the Full-time Collective Agreement.
- K.4 Each job sharer may exchange shifts first with her partner, failing that, with other nurses as provided by the Collective Agreement.
- K.5 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.6 Coverage
- a) It is expected that both job sharers will cover each other's incidental illnesses if possible, the unit supervisor must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.
  - b) Vacation, Maternity Leave, and other leaves pursuant to Article 11 of the Central Full-time and Part-time Agreements.

In the event that one member of the job sharing arrangement goes on any of the above leaves of absence the coverage will be negotiated with

the unit supervisor, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

### Implementation

7. 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.
8. 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.
9. 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.
10. 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.
11. For the above agreed upon additional hours the scheduling provisions of the Part-Time Collective Agreement shall apply.
12. 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.

### Discontinuation

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.

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LETTER OF INTENT

Between

CORNWALL GENERAL HOSPITAL

And

ONTARIO NURSES' ASSOCIATION

FULL-TIME AND PART-TIME

The Hospital will continue its policy of paid parking which currently is on the basis of the following rates:

1. \$20.00 per month

Prior to any changes in these rates to reflect changes in costs of providing parking services, the proposed changes will be discussed at the Association-Hospital Committee. In the event the Hospital changes the rates, the Association has the right to grieve.

Dated at \_\_\_\_\_, Ont. this \_\_\_\_\_ day of \_\_\_\_\_, 19

FOR THE HOSPITAL

FOR THE ASSOCIATION

CORNW01.F98

APPENDIX 5

to the

COLLECTIVE AGREEMENT

Between

CORNWALL GENERAL HOSPITAL  
(Hereinafter referred to as the "Hospital")

And

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

PART-TIME UNIT

Article A	-	Recognition
Article B	-	Management Functions
Article C	-	Representation and Committees
Article D	-	Leave for Association Business
Article E	-	Scheduling Provisions
Article F	-	Paid Holidays
Article G	-	Vacations
Article H	-	Miscellaneous
Article I	-	Pay Period
Article J	-	Modified Work Letters of Understanding

ARTICLE A - RECOGNITION AND DEFINITIONS

- A.1 The Hospital recognizes the Association as the exclusive bargaining agent for all part-time registered and graduate nurses employed in a nursing capacity at the Cornwall General Hospital, Cornwall, save and except Head Nurses and persons above the rank of Head Nurse and Employee Health Nurse.
- A.2 The word "nurses" when used in this Agreement shall mean persons in the above described bargaining unit.

ARTICLE B - MANAGEMENT FUNCTIONS

- B.1 The Association recognizes that the management of the Hospital and the direction of the working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital except as modified by this agreement, and without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Hospital to:
- (a) maintain order, discipline, quality patient care and efficiency;
  - (b) hire, transfer, layoff, recall, suspend or otherwise discipline nurses, provided that a claim by a nurse that she has been discharged, suspended or disciplined without just cause may become the subject of a grievance and may be dealt with as hereinafter provided;
  - (c) determine, in the interest of efficient operation and highest standard of service, job rating or classification, work assignments, and the working establishment for the service;
  - (d) generally to manage the operation that the Employer is engaged in without restricting the generality of the foregoing, to determine the number of personnel required, methods, procedures and equipment in connection therewith;
  - (e) make, enforce, and alter from time to time reasonable rules and regulations to be observed by the nurses, which are not inconsistent with the provisions of this agreement.
- B.2 These rights shall not be exercised in a manner inconsistent with the provisions of this agreement.

ARTICLE C - REPRESENTATION AND COMMITTEES



C.1 Nurse Representatives and Grievance Committee

There shall be six (6) representatives, at least two (2) shall be from the Part-time Bargaining Unit.

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

C.3 Hospital-Association Committee

Each of the parties shall name three (3) representatives.

C.4 Negotiating Committee

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

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

ARTICLE D - LEAVE FOR ASSOCIATION BUSINESS

The granting of such leave of absence shall be governed by the following;

- D.1
- (a) The Association shall provide the Hospital with two weeks notice of such leave;
  - (b) No more than three nurses shall be absent at any one time and no more than one nurse from any unit;
  - (c) The cumulative total number of days of leave shall be sixty (60), including both full-time and part-time representatives

ARTICLE E - PART-TIME REGULAR COMMITMENT

E.1 The regular part-time nurses shall be available for:

- (1) three (3) tours per week;
- (2) two (2) weekends out of four (4);
- (3) three (3) paid holidays per year excluding Christmas and New Years;

- (4) two (2) tours of duty (days-evenings, days-nights, evenings-nights);
- (5) Christmas or New Years; Christmas being Dec. 24, 25 and 26 and New Year's being Dec. 31 and Jan. 1.
- (6) Forty-four (44) weeks a year including December and July and/or August. This will be dependent on staffing needs.
- (7) shall make her commitment in writing.

E.2 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 shall be deemed to be casual.

E.3 A nurse who wishes to change her posted schedule shall submit the request in writing for the approval of her immediate supervisor a request for the change co-signed by the nurse willing to exchange with her. If circumstances prevent written requests, verbal approval of the immediate supervisor must be obtained prior to the exchanging.

- E.4
1. All regular part-time nurses in a unit will be scheduled up to their committed hours by seniority before any casual part-time nurses are utilized.
  2. When regular part-time nurses on the unit have been given the opportunity to work up to their commitment, the Hospital will endeavour to offer additional tours to regular part-time nurses on the unit on the basis of seniority, prior to offering tours to casual nurses, subject to the following:
    1. Nurses who wish to be considered for additional tours must indicate their availability in the manner prescribed by the Hospital;
    2. A tour will be deemed to be offered whenever a call is placed;
    3. It is understood that the Hospital will not be required to offer tours which would result in overtime premium pay;
    4. 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;

5. Provided they are qualified, nurses may submit their availability to work additional tours to more than one unit, if to do so is in accordance with existing Hospital practice.

E.5 Premium pay shall be paid to a nurse for all work performed on her third (3rd) and consecutive weekend unless such weekend has been worked by mutual agreement.

E.6 Scheduling regulations may be modified between December 15th and January 10th, so that all nurses will receive four (4) consecutive days, and the Employer will endeavour to schedule five (5) consecutive days, off at either Christmas or New Years. Time off at Christmas shall include Christmas Eve, Christmas Day and Boxing Day, and time off at New Year's shall include New Year's Eve and New Year's Day.

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 nurse 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.

If requested, a nurse shall receive at least five (5) consecutive days off.

E.7 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.

E.8 Schedules shall be posted four (4) weeks in advance. The Hospital shall notify the nurse of any changes after the schedule is posted, and such notification shall be initialled by the notifier.

E.9 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 unless mutually agreed. (This is not applicable to extended tours.)

- E.10 Where an employee has been called in from standby and worked the hours after 2400 hours, such employee will not be required to work the day shift unless she or he does so by mutual agreement between the employee and hospital.

#### ARTICLE F - PAID HOLIDAYS

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

New Years' Day	Labour Day
2nd Monday in February	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Easter Monday (1989 thereafter)

In the event that the Provincial Government declares an additional holiday (such as Heritage Day) during the term of this Agreement, such holiday will be substituted for the second Monday in February.

- F.2 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.

#### ARTICLE G - VACATIONS

- G.1 Applicable vacation pay shall be paid to all part-time nurses on each pay cheque.
- (a) Vacation requests for the period May 1st to October 31st shall be submitted to the head nurse of the unit by April 1st preceding. Vacation schedules for the above period shall be posted by May 1st.
  - (b) Vacation requests for the period November 1st to April 30th shall be submitted to the head nurse of the unit by October 1st preceding. Vacation schedules shall be posted by November 1st.

- (c) Vacations may be taken at any time of the year except during the period December and July or August. 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.
- (d) Requests for vacation shall not be unreasonably denied. Vacation quotas shall consider both full-time and part-time nurse's requests on an equitable basis. Upon receiving a written request, the Nurse Manager will give a nurse written reasons for denial of a vacation request.
- (e) When there are conflicting requests for vacation, the most senior nurse shall be entitled to her vacation preference.
- (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.

#### ARTICLE H - MISCELLANEOUS

- H.1 A nurse who is employed in the out-patient psychiatric department, discharge planning-diabetic nursing, psychogeriatric nurse, child development nurse or staff development who uses her own car in the performance of her duties shall receive a mileage allowance of thirty-five (35) cents per mile after the local travel slip has been submitted to the Hospital.
- H.2 A copy of the current seniority list will be filed with the President of the Local Association or her designate on request in April and October. A copy of the seniority list shall also be posted at the same time.
- H.3 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 First North (Med), and
  - one nurse, normally assigned to work on Second North (Surg), and
  - one nurse, normally assigned to work on Second South, and

- one nurse, normally assigned to work on Third South (In-Patient Psychiatry) or one nurse normally assigned to work in Out-Patient Psychiatric\Community Mental Health programs, and
- one nurse, normally assigned to work in the Emergency Dept\Out-Patient Department, and
- one nurse, normally assigned to work in the I.C.C.U., and
- one nurse normally assigned to work in the surgical suite\recovery room, and
- one nurse, normally assigned to work in the rehabilitation unit, when such begins operation and
- one nurse normally assigned to work in the OPS Department.

H.4 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 or one (1) hour prior to the commencement of a day tour.

H.5 The Hospital, with the nurse's consent will inform the Association within three (3) days of any nurse who has been assaulted while performing her work. Such information shall be submitted in writing to the Association as soon as possible.

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

H.6 Job postings in accordance to Article 10.06 will be posted for seven (7) consecutive days starting on any Wednesday.

#### ARTICLE I - PAY PERIOD

- I.1
- a) The Employer shall pay its nurses every two (2) weeks.
  - b) Any omission of \$50.00 or more on a nurses 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 J - MODIFIED WORK

- J.1 The Hospital will notify the President of the Local Nurses' Association of the names of all nurses who go off work due to a work related injury or when a nurse goes on L.T.D.
- J.2 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 a staff representative of the Ontario Nurses' Association and a member of the Local Executive to discuss the circumstances surrounding the employee's return to suitable work.
- J.3 The Hospital agrees to provide the employee with a copy of the Workers' Compensation Board Form 7 at the same time as it is sent to the Board.

Article K - JOB SHARING

- 1. Job sharing requests with regard to full-time positions shall be considered on an individual basis.
- 2. Total hours worked by the job sharer shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) nurses and the Nurse Manager.
- 3. For the purpose of the position, the above schedules shall conform with the scheduling provisions of the Full-time Collective Agreement.
- 4. Each job sharer may exchange shifts first with her partner, failing that with other nurses as provided by the Collective Agreement.
- 5. 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.
- 6. Coverage
  - a) It is expected that both job sharers will cover each other's incidental illnesses if possible, the unit supervisor must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.
  - b) Vacation, Maternity Leave, and other leaves pursuant to Article 11 of

the Central Full-time and Part-time Agreements

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

Implementation

7. 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.
8. 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.
9. 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.
10. 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.
11. For the above agreed upon additional hours the scheduling provisions of the Part-Time Collective Agreement shall apply.
12. 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.

Discontinuation

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.



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APPENDIX 6

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Dated at Ottawa, Ont. this 23rd day of July, 1998.

FOR THE HOSPITAL

A. Arthur

Greg Downing

FOR THE ASSOCIATION

Marc Andre Pelletier

Wendy Watson

Bonnie Samson

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