

COLLECTIVE AGREEMENT

Between:

LONDON HEALTH SCIENCES CENTRE
(Hereinafter called "the Hospital")

And:

ONTARIO NURSES' ASSOCIATION
(Hereinafter called "the Union")

Part-Time

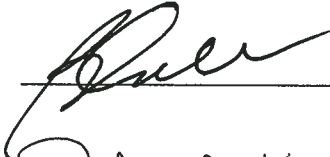
Expiry Date: March 31, 2011


SIGNING PAGE

DATED AT London, Ontario, this 29th day of January, 2010.

FOR THE UNION

FOR THE HOSPITALS





Deborah Krug

Shirley Wright

Shirley Wright

Susan Lyons

Shalhan

Angela B.D.

Carol Farrell

Wendy West

APPENDIX 3**SALARY SCHEDULES****Registered Nurse**

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

Charge Nurse/Nurse Case Manager/Nurse Clinician

	April 1, 2008	April 1, 2009	April 1, 2010
Start	28.87	29.73	30.63
1 Year	29.47	30.35	31.26
2 Years	30.05	30.95	31.88
3 Years	31.69	32.64	33.62
4 Years	33.25	34.24	35.27
5 Years	35.17	36.22	37.31
6 Years	37.09	38.20	37.04
7 Years	38.97	40.14	41.34
8 Years	41.72	42.98	44.26
25 Years	42.47	43.74	45.06

Clinical Nurse Specialist

	April 1, 2008	April 1, 2009	April 1, 2010
Start	31.81	32.77	33.75
1 Year	32.39	33.36	34.36
2 Years	32.98	33.97	34.99
3 Years	34.70	35.74	36.82
4 Years	36.37	37.47	38.59
5 Years	38.43	39.58	40.77
6 Years	40.52	41.73	42.98
7 Years	42.59	43.87	45.18
8 Years	45.60	46.96	48.37
25 Years	46.39	47.78	49.22

Non Registered Nurse

	April 1, 2008	April 1, 2009	April 1, 2010
Start	26.34	27.13	27.94
1 Year	26.63	27.43	28.25

APPENDIX 4

SUPERIOR CONDITIONS

Clause Number

Central Award

(Part-time) Applicable Clause from Existing Collective Agreement 1978 -1980

5.05 NOTE: The Employer shall, when remitting such sums, provide the Union with the address and Social Insurance Number of new employees on the first deduction, along with a list of those employees added to or deleted from the preceding month's list, accompanied by the reason for the change in each case.

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ARTICLE A - RECOGNITION

- A-1 The Employer recognizes the Ontario Nurses' Union as the sole Bargaining Agent for all Registered and Graduate Nurses in the employ of London Health Sciences Centre at Victoria Campus at London, Ontario engaged in a nursing capacity and regularly employed for not more than twenty-four (24) hours per week, save and except Nurse Practitioner/Clinical Nurse Specialists, Coordinators, persons above the rank of Coordinator, and persons covered by subsisting Collective Agreements.

ARTICLE B - COMMITTEES AND REPRESENTATIVES

B-1 Hospital-Association Committee

One (1) Employee may be appointed to a Hospital-Association Committee provided for in the full-time Collective Agreement.

B-2 Employees' Representatives

The Employer will recognize one (1) Employee representative for every twenty-five (25) employees who are members of this Bargaining Unit.

B-3 Negotiating Committee

The Employer will recognize and deal with a Committee of three (3) employees covered by this Agreement, plus the Bargaining Unit President for the purpose of negotiating Collective Agreements and amendments to Collective Agreements.

B-4 Grievance Committee

It is understood that in dealing with grievances the Employer will meet with a Grievance Committee of four (4).

ARTICLE C - MANAGEMENT RIGHTS AND FUNCTIONS

- C-1 The Union acknowledges that it is the exclusive function of the Employer to manage and direct its operations and affairs in all respects and without limiting or restricting that function:

- (a) To maintain order, discipline and efficiency;
- (b) To determine the number and locations of the Employer's establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of instruments and equipment to be used; to select, control and direct the use of all materials required in the operation of the Employer's Hospital; to schedule the work and services to be provided and performed, and to make, alter and enforce regulations governing the use of materials, equipment and services as may be deemed necessary in the interest of safety and well-being of the patients, staff and the visiting public;

- (c) To make, alter and enforce reasonable rules and regulations to be observed by the employees;
- (d) To hire, retire, classify, direct, promote, demote, transfer, discipline, suspend and discharge employees and to assign employees to shifts and to increase and decrease working forces provided that a claim of discriminatory promotion, demotion or transfer or claim that an employee who has completed the probationary period within the Bargaining Unit has been discharged without reasonable cause, may be the subject of a grievance and dealt with in accordance with the grievance procedure;
- (e) It is understood that these provisions will not be exercised in a manner inconsistent with the other provisions of this Agreement.

ARTICLE D - SENIORITY

- D-1 The seniority list shall be compiled bi-annually as at January 1 and as at July 1. One (1) copy of the seniority list shall be filed with the Bargaining Unit President or her delegate during February and August of each year. This list shall include the following information: last date of hire, seniority hours, and the adjusted salary progression date as per the Social Contract legislation. Another seniority list shall also be sent to the Bargaining Unit President that expresses the seniority of all the Registered Nurses on a Unit by Unit basis. On the announcement of a long-term lay-off, the Employer will provide the Bargaining Unit President with the current status of the seniority of all employees covered by this Collective Agreement showing classification, name, and date by area of assignment.
- D-2 It is the Employee's responsibility to ensure that her home address, telephone number and other personal data are current with the Employer and Local 100 at all times.

ARTICLE E - HOURS OF WORK AND OVERTIME

- E-1 (a) The Hospital's present practice of permitting the combination of rest periods will be maintained during the life of this Collective Agreement.
- (b) For extended tour (i.e. eleven and one-quarter (11 ¼) and ten (10) hours) night shifts which have identified only two (2) breaks during the tour, the first scheduled break will be defined as a meal period.
- E-2 (a) A regular part-time Employee working normal daily tours of seven and one-half (7 ½) hours will receive a premium of time and one-half her regular straight time hourly rate for all hours worked on a third (3rd) consecutive and subsequent weekend save and except where:
- i) such weekend has been worked by the Employee to satisfy specific days off requested by such Employee; or
 - ii) such Employee has requested weekend work; or

- iii) such weekend is worked as the result of an exchange of shifts with another Employee.
- (b) It is understood that a weekend consists of fifty-six (56) consecutive hours off work during the period following completion of the Friday day or evening shift until the commencement of the Monday day or evening shift.
- (c) A regular part-time Employee working normal daily extended tours of eleven and one-quarter (11 ¼) hours or ten (10) hours, will receive a premium of time and one-half (1 ½) her regular straight time hourly rate for all hours worked on a third (3rd) consecutive and subsequent weekend, save and except where:
 - i) such weekend has been worked by the Employee to satisfy specific days off requested by such Employee; or
 - ii) such Employee has requested weekend work; or
 - iii) such weekend is worked as a result of an exchange of shifts with another Employee.
- (d) It is understood that a weekend consists of fifty-six (56) consecutive hours off work during the period following the completion of the Friday "extended" tour day shift until the commencement of the Monday "extended" tour day shift.

E-3 The equivalent time off referred to in Article 14.09 of the central portion of this Agreement must be taken within ninety (90) calendar days from the date it was worked at a time mutually agreed to by the employee and the Employer.

If the employee and Manager mutually agree, the time off may be retained beyond the time referenced above to a maximum of thirty seven point five (37.5) hours.

ARTICLE F - REGULAR PART-TIME COMMITMENT AND SCHEDULING

F-1 Regular Part-Time Commitment

In accordance with Article 2.04, the predetermined basis upon which the commitment of the regular part-time Employee to be available for work as required and scheduled by the Employer shall be as follows:

- (a) As required and scheduled by the Employer not to exceed twenty-four (24) hours per week, or forty-eight (48) hours bi-weekly as determined by a sixty percent (60%) majority vote of the regular part-time Employees on a unit.
- (b) Three (3) normal daily tours of seven and one-half (7 ½) hours or two (2) normal daily extended tours of eleven and one-quarter (11 ¼) hours or two (2) normal daily extended tours of 9.375 per week or a combination thereof not exceeding twenty-four (24) hours per week, as a requirement of normal or extended tour rotations, for units which vote in favour of twenty-four (24) hours per week.

- (c) Six (6) normal daily tours of seven and one-half (7 ½) hours or four (4) normal daily extended tours of eleven and one-quarter (11 ¼) hours or five (5) 9.375 hours bi-weekly or a combination thereof not exceeding forty-eight (48) hours bi-weekly, as a requirement of normal or extended tour rotations, for units which vote in favour of forty-eight (48) hours biweekly.
- (d) A minimum of every other weekend off except where a changeover to the alternate weekend occurs within the rotations.
- (e) Christmas and/or Boxing Day and three (3) of the remaining paid holidays as outlined in Article I, or

New Year's Day and four (4) of the remaining paid holidays as outlined in Article I.
- (f) All other part-time Employees shall be considered casual Employees.
- (g) The foregoing provisions F-1(a)-(d) shall be waived during the period from mid-December to mid-January (for two rotations, i.e. four (4) week period) in order to facilitate scheduling during Christmas and New Year.

F-2

Regular Part-Time Scheduling

- (a) Work schedules for regular part-time employees of six (6) weeks' duration shall be posted at least two (2) weeks in advance. However, changes to the posted schedule which are requested in writing by a majority of regular part-time employees on a unit, co-signed by a member of the local executive and approved by the Hospital, may be implemented within the six (6) week period by the Hospital. A change in the posted schedule will include a change in shifts as well as a change in tours.
- (b) In the event that changes are made to the master rotation in effect in any unit, the Employer will provide a copy of the new master rotation to the Bargaining Unit President in advance of the posting of the new master rotation.

Request for Exchanges

- (c) Requests by employees for exchanges in schedule, and reasons for requests, must be submitted in writing at least forty-eight (48) hours in advance and be co-signed by the employee willing to exchange.

Such requests shall be considered by the relevant Coordinator, her delegate, or other Hospital authority and where approval is given it shall be in writing. Such requests shall not be unreasonably denied. A denial and reasons for the denial shall be given in writing. It is understood that any such changes shall not result in any overtime or premium payment.

Employees may submit requests for exchanges in schedule for up to a three (3) month duration.

It is understood that the Hospital reserves the right to require employees to work certain shifts for the purposes of reorientation, training, education and appraisal that such requirements do not constitute unreasonable denial.

- (d) The Hospital shall grant employees, except employees whose regular days of work are Monday to Friday, at least 5 (five) consecutive days off in conjunction with either Christmas Day or New Year's Day. Such time off shall be granted on an alternating basis from year to year within each work unit, unless mutually agreed otherwise between the Hospital and an individual employee. However, employees working in the Operating Room and the Post Anaesthetic Care Unit, who are scheduled off during the weekends before and after the holiday period, and are scheduled off on Christmas and Boxing Day or New Year's Day, are exempted from the entitlement to five (5) consecutive days off.

The time off for Christmas shall include December 24th, 25th, and 26th and shall begin no later than following the completion of the night shift on December 23rd (0700 December 24) and the time off for New Year's shall include December 31st and January 1st and shall begin no later than following the completion of the night shift on December 30th (0700 December 31). For clarity, shifts in which there is a majority of hours occurring after 1500 hours will not be regarded as day shifts.

The foregoing is applicable only to units operating on a 24/7 basis.

The Local Union will be provided with the work schedules covering the four (4) weeks of the Christmas time.

- (e) For the purposes of scheduling during the period mid-December to mid-January the scheduling provision of twenty-four (24) hours per week may be averaged over a two (2) week period, but shall not exceed three (3) consecutive normal daily extended tours eleven and one-quarter (11.25) hours or five (5) consecutive normal daily tours seven and one-half (7.5) hours.

F-3 Notwithstanding Articles F-1 and F-2, above, the introduction or discontinuance of extended tours for regular part-time Employees may be as a result of changes in full time schedules in accordance with Article F-4 of the full time Collective Agreement.

F-4 Where tours of less than seven and one-half (7.5) hours are required, Articles E and F in their entirety will apply except as amended by the following:

- (a) Employees working tours comprised of less than seven and one-half (7.5) hours shall be granted a paid rest period;
- (b) Where the Hospital creates schedules which are comprised of tours of less than seven and one-half (7.5) hours, for example, four (4) hours; five (5) hours; six (6) hours; etc., or any variation or combination of such tours, a regular part-time employee who is required to work hours in excess of such a scheduled tour of less than seven and one-half (7.5) hours, shall receive overtime premium of one and one-half (1 ½) times her or his regular straight

time hourly rate for those hours worked in excess of those hours that she or he was scheduled to work.

- (c) Regular part-time employees working tours comprised of less than seven and one-half (7.5) hours, shall not be scheduled to work more than seven (7) consecutive tours. If a Regular Part-time employee is required to work on an eighth (8th) consecutive and subsequent tour, then she/he will receive premium pay for each tour so worked until a day off is scheduled.
- (d) No unit shall have tours of less than seven and one-half (7.5) hours introduced into a rotation, without prior notification and discussion with the Union.

F-5

- (a)
 - i) The Hospital will notify the Bargaining Unit President or designate prior to initiating ongoing standby assignments on any unit.
 - ii) Where standby is part of the rotation, it shall be posted for six (6) weeks, two (2) weeks in advance. Any changes to the standby assignment will be made at least forty-eight (48) hours in advance of the time the standby is in effect, except in situations of short notice, eg. change due to illness. Changes shall be brought to the attention of the nurse.
- (b) The Employer will endeavour to distribute standby duty equitably between Regular Part-time and Full-time employees.
- (c) In units where standby is required, and formal standby-pager guidelines exist, casual nurses may volunteer for such duty. The employer will endeavour to equitably distribute standby duty amongst those casual nurses who volunteer for such duty. Casuals who volunteer for standby duty may exchange their standby assignments in accordance with Article F-6 but may not self-cancel such standby shift.
- (d) Employees shall be permitted to exchange their standby assignments subject to the condition set out in Article F-2 (d) Full-time and F-2 (c) Part-time.
- (e) For units that operate 24 hours a day and seven days a week, an employee will not be scheduled for standby on a scheduled day off or a scheduled weekend off, unless mutually agreed between the employee and the Hospital. For clarity, for units that do not operate 24 hours a day and seven days a week, standby may be assigned on a scheduled day off and will be equitably distributed between Full-time and Regular Part-time nurses. Casual nurses may volunteer for standby duty, as provided for in Article F-6 (c).
- (f) Where a nurse works a tour of eight (8) hours and then is called in from standby and who works beyond midnight (2400 hours) such nurse shall not be required to return to regular duties at the Hospital without eight (8) hours of time off. Where such time extends into the nurse's booked day shift, the Hospital will maintain his or her regular earnings within the eight (8) hour period.

Where a nurse works an extended tour of twelve (12) hours and then is called in from standby and who works beyond midnight (2400 hours) such nurse shall not be required to return to regular duties at the Hospital without twelve (12) hours of time off. Where such time extends into the nurse's booked day shift, the Hospital will maintain his or her regular earnings within the twelve (12) hour period.

Where a nurse works an extended tour of ten (10) hours and then is called in from standby and who works beyond midnight (2400 hours) such nurse shall not be required to return to regular duties at the Hospital without ten (10) hours of time off. Where such time extends into the nurse's booked day shift, the Hospital will maintain his or her regular earnings within the ten (10) hour period.

(g) Employees scheduled for standby will be provided with a pager or beeper.

F-6 Where a scheduling line becomes vacant in a unit, it shall be offered to staff nurses in that unit in accordance with article 10.07, prior to posting the vacancy hospital wide.

F-7 Self Scheduling

The Union and the Hospital agree in principle to the concept of self-scheduling. Should the Hospital or the employees wish to implement self-scheduling on a particular unit, they shall do so according to the following criteria, initially on a test basis:

- (a) Eighty percent (80%) of the nursing staff must indicate by secret ballot their willingness to participate in self-scheduling prior to the commencement of the test. It is understood that there will be a separate vote conducted for full-time and part-time employees.
- (b) The test period shall be for six (6) months, after which the full-time and part-time employees will again indicate by an eighty (80%) vote by secret ballot their desire to continue or discontinue self-scheduling.
- (c) Employees not wishing to participate, may, prior to the commencement of the test, indicate to the Coordinator their intent not to participate in self-scheduling. Those employees so indicating shall be scheduled by the Coordinator before employees participating in self-scheduling are scheduled. Participation in the test is voluntary; however, once a decision is made to participate, the employee remains committed to the test for the duration.
- (d) Employees participating in self-scheduling shall be responsible for scheduling their hours including paid holidays and lieu days.
- (e) The self-scheduling schedules shall be submitted to the Coordinator for review and approval to ensure that appropriate nursing coverage is maintained. The Coordinator's approval of self-scheduling shall not be unreasonably withheld.

- (f) Self-scheduling may be cancelled by either the Hospital or the Union upon a minimum of eight (8) weeks' written notice to the other party.
- (g) Self-scheduling, including scheduling regulations, shall comply with all the provisions of the full-time and part-time Collective Agreements in all respects.
- (h) In the event that self-scheduling is continued following the test, the Hospital and the Union shall meet prior to the end of the test period in order to discuss the terms of the continuation.
- (i) Prior to instituting self-scheduling on a continuing basis in a unit, the Union will be provided with a copy of the self-scheduling guidelines.

ARTICLE G - LEAVE OF ABSENCE

- G-1 Leaves of absence granted in accordance with Article 11.02 of the Collective Agreement shall be subject to the following conditions:
 - (a) The requested leave shall be subject to at least fourteen (14) days' written notice prior to the commencement of the function for which the leave is granted.
 - (b) No more than four (4) employees at any one time.
 - (c) No more than two (2) employees from one unit.
 - (d) No more than a cumulative total of seven hundred and fifty (750.0) hours for all employees in a fiscal year (April 1 to March 31).
- G-2 Notwithstanding G-1, the Employer shall grant the Bargaining Unit President or her/his designate, if requested, up to three (3) eleven and one-quarter (11.25) hour shifts or five (5) seven and one-half (7.5) hour shifts leave of absence per four week schedule without pay to attend to the Local's business, provided a minimum of twelve (12) hours' notice is given to the Hospital.
- G-3 The Hospital will endeavour to provide replacement staff for the Bargaining Unit President or delegate when she is required by the Hospital to attend meetings with the Hospital during her regularly scheduled hours. Time off shall include the full period of time for the meeting inclusive of reasonable travel time, such travel time being identified when the time-off is requested.

ARTICLE H - NOTIFICATION OF ILLNESS AND ABSENCE

- H-1 Employees shall notify the relevant Coordinator, or her delegate, before their scheduled time of duty on the first day of illness when not available for duty, and shall do so at least two (2) hours in advance, and shall use her best efforts to provide an estimated date of return to work. If possible, Employees will provide such notification four (4) hours in advance when scheduled for evening or night shifts.

- H-2 Part-time Employees shall notify the relevant Coordinator, or her delegate, at least twelve (12) hours before the commencement of their next scheduled shift or before the end of the preceding work day for units working straight days, of their intention to return to work on such shift.
- H-3 Any casual part-time Employee covered by this collective agreement must notify the relevant Coordinator, or her delegate when not available for periods in excess of one (1) week.
- H-4 Casual part-time Employees shall notify the relevant Coordinator or her delegate of their intention to be available for work following absences due to illness.

ARTICLE I - PAID HOLIDAYS

- I-1 Only the following days shall be observed as paid holidays:
- New Year's Day - January 1
 - Family Day (Third Monday in February)
 - Good Friday
 - Easter Monday
 - Victoria Day
 - Canada Day
 - Civic Holiday
 - Labour Day
 - Thanksgiving Day
 - Remembrance Day - November 11
 - Christmas Day - December 25
 - Boxing Day - December 26
- I-2 The premium pay of time and one-half (1.5) provided in accordance with Article 15.01 will be paid for all hours worked between 0001 hours and midnight on the paid holidays listed in Article I-1.

ARTICLE J - VACATION

Introduction

- J-1 Vacation for regular part-time Employees is earned for service rendered. It shall be the duty of the Hospital (Coordinator) to receive requests for vacation time and arrange suitable dates, taking into account operations requirements, safe coverage of units/areas and the seniority.
- (a) For the period of April 1 to April 30 requests for vacation time off must be submitted in writing by February 1. Requests approved by the Hospital (Coordinator) will be posted by March 1.
 - (b) For the period May 1 to March 31 of the next year, requests for vacation time off must be submitted in writing by April 15 and if approved by the Hospital (Coordinator), will be posted by May 1.

- (c) Any requests for vacation time off not submitted by April 15 will be responded to within three (3) weeks, and will only be approved by the Hospital (Coordinator) for times that are available up to March 31. The vacation quotas for regular part-time employees on each unit as set from time to time by the Hospital (Coordinator), will be filed with the Local Union prior to March 15 of each year. The Hospital (Coordinator) shall establish vacation quotas for each nursing unit which shall not be unduly restrictive. The quota will include only members of the bargaining unit. It is understood that the full-time and regular part-time quotas may be integrated in units where only one (1) employee is allowed off in a twenty-four (24) hour period.
- (d) The vacation quotas for each unit/area as set from time to time by the Hospital (Coordinator) will be filed with the Bargaining Unit President prior to March 1 of each year and posted on each applicable unit/area. It is understood that the full time and regular part time quotas may be integrated in units where only one (1) employee is allowed off in a twenty-four (24) hour period.

Vacation time will not normally be granted between December 15 and January 15. Where the operational requirements of the Hospital allow, vacation may be granted during this period. Where the Hospital has granted a nurse's request for vacation during this period, it is understood that the Hospital may not be able to grant five (5) consecutive days off at Christmas or New Year's to that nurse.

- (e) A week of vacation for Regular Part-time nurses, shall consist of seven (7) consecutive calendar days, commencing Monday through Sunday inclusive. The nurse's vacation entitlement as per the Central collective agreement will determine the number of weeks that they can be absent for purposes of this clause.
- (f) If a nurse leaves the unit and the vacation time requested by that nurse continues to remain available, the following process will be followed:
1. Posted within the unit for one week (seven calendar days)
 2. The time will be offered by seniority to nurses that apply in writing within the one week posting
 3. This will not result in cancellation of previously approved vacation.
- (g) Where a nurse requests to cancel scheduled vacation and such request is approved, and the vacation time continues to be available, the following process will be followed:
1. Posted within the unit for one week (seven calendar days)
 2. The time will be offered by seniority to nurses that apply in writing within the one week posting
 3. This will not result in cancellation of previously approved vacation

ARTICLE K - UNION INTERVIEW

- K-1 The Union interview will take place on the Hospital's premises during the newly hired employees' orientation period as scheduled by the Employer. The Bargaining Unit President/designate will be provided with at least a period of thirty (30) minutes on the orientation schedule to meet with the newly hired members for this bargaining unit.

ARTICLE L - BULLETIN BOARDS

- L-1 The Employer will provide bulletin board space in areas presently established for the purpose, namely, one (1) at the South Street Hospital, and three (3) at the Victoria Hospital. It is understood that such bulletin boards are to be used for notices pertaining to the Union and its members. If, as a result of any future construction, there are bulletin boards constructed for posting purposes, ONA will also be provided with bulletin board space where such boards are located.

L-2 **Electronic Bulletin Board**

The Employer will provide an electronic bulletin board to be used for notices pertaining to the Union and its membership, such use will comply with the hospital's policies and procedures on the use of the electronic communication. Access to post notices or information will be provided for the Bargaining Unit President or a designated committee member.

ARTICLE M - PREPAID LEAVE PLAN

- M-1 The number of regular part-time employees eligible to participate in the Prepaid Leave Plan in any given year will be five percent (5%) of the regular part-time employees in any one nursing unit or department with a minimum of one employee per nursing unit or department. It is understood that the Hospital, at its sole discretion, may grant leave in excess of five percent (5%) in any particular nursing unit or department.
- M-2 The number of casual part-time employees eligible to participate in the Prepaid Leave Plan, in any given year, will not exceed five percent (5%) of the total number of casual employees, per Hospital department, in the part-time bargaining unit, but with a maximum of twenty (20) employees.
- M-3 The Bargaining Unit President shall be notified by the Hospital of all employees who are participating in the Prepaid Leave Plan.

ARTICLE N - MISCELLANEOUS

- N-1 For purposes of weekend premium as per Article 14.14, the weekend is defined as Friday 2400 hours to Sunday 2400 hours.
- N-2 For purposes of shift differential as per Article 14.09 the evening shift is defined as 1500 to 2300 hours and the night shift is defined as 2300 to 0700 hours.

N-3 Violence in the Workplace

1. The Hospital agrees that no form of verbal, physical, sexual, racial or other abuse of employees will be condoned in the workplace.
2. The Employer agrees to have in place policies and procedures to deal with violence in the workplace. The policies will address the prevention of violence, the management of violent situations and support to employees who have faced violence. These policies and procedures shall be communicated to all nurses.
3. The parties agree that if incidents involving abusive client action occur, that such action will be recorded and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will be followed to address the legitimate health and safety concerns of employees presented in that forum.
4. The Hospital agrees to provide training and information on the prevention of violence to nurses who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated as required.
5. The Hospital, with the nurse's consent, will inform the Union within three (3) days of any nurse who has been subjected to violence while performing her work. Such information shall be submitted in writing to the Union as soon as possible.
6. The Hospital will consider requests for reimbursement for damages incurred to the employee's personal property, such as eyeglasses, ripped uniforms, personal clothing, as a result of being assaulted while performing his or her work.

N-4 The Employer will not institute the practice of levelling of pay cheques.

N-5 The parties agree that any candidate who was interviewed for an ONA job posting and was unsuccessful with respect to that posting will be notified in writing (which may include e-mail) within 1 week of the decision being made.

The parties agree that if any posted position is rescinded, the Hospital will notify the Union and the applicants in writing.

N-6 Reassignment

In accordance with Article 1.02, the parties agree that the need to ensure safe, quality care on both the sending and the receiving unit will be the primary consideration in all reassignment decision making. Accordingly the selection of the nurse to be reassigned will be made in the following order:

- (a) the nurse who volunteers to be reassigned;
- (b) a casual nurse working on that tour;

- (c) Staff nurse selected from an integrated list of full time and part time including job share nurses working that tour and taking into account the date of the previous reassignments.

In the event that a nurse is not selected following the order outlined above, the Coordinator or designate will select the most appropriate nurse to be reassigned.

- N-7 Any Registered Nurse ("R.N.") interested in becoming a Mentor may indicate in writing or verbally to the hospital of such interest.

ARTICLE O - MODIFIED WORK

- O-1 The Hospital and the Union both recognize their obligations in facilitating the early and safe return to work of disabled employees. The Hospital and the Union agree that ongoing and timely communication by all participants in this process is essential to the success of the process.

- O-2 The Hospital will notify the Bargaining Unit President of the names of all employees who go off work due to a work related injury or when an employee goes on L.T.D.

The Hospital agrees to provide the employee with a copy of the Workplace Safety and Insurance Board (W.S.I.B) Form 7 at the same time as it is sent to the Board.

- O-3
 - (a) 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.
 - (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 parties recognize that more than one employee requiring accommodation may be suitable for a particular position or arrangement. In such cases, the Hospital will consider the skills, ability and experience of the employees and will also consider the feasibility to acquire skills, seniority and path of least disruption in the workplace.
 - (d) Before posting, the Hospital's Human Resources Department will examine all potential vacancies to determine if they can be used to accommodate a disabled employee who requires accommodation but cannot return to their home unit.
 - (e) Where such vacancies are within the bargaining unit, the Hospital will consult with the Union on the feasibility of an accommodation, giving consideration to all factors including the number of accommodated employees in the unit, the operational needs of the unit, safety of patients and employees working in the unit.

- (f) The parties can agree to waive the posting procedure in order to facilitate an accommodation.
- (g) The parties, with the nurse's consent, will agree to a written modified work plan for an accommodation.

ARTICLE P: NEEDLE STICK/SHARPS SAFETY

P-1 It is understood that current policy and procedures, including educational programs, are in place regarding needle stick injuries. As new policy and practices are developed by the Hospital, consultation will take place at the Joint Health and Safety Committee level.

ARTICLE Q: JOB SHARING

If the Hospital agrees to a job-sharing arrangement pursuant to Article 20.01 of the Central Agreement, the following conditions shall apply unless otherwise agreed to by the parties:

- Q-1 Job sharing requests with regard to full-time positions shall be considered on an individual basis.
- Q-2 Total hours worked by the job sharers 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) employees and the Coordinator of the Unit.
- Q-3 The above schedules shall conform with the scheduling provisions of the Full-time Appendix of Local Provisions.
- Q-4 Each job sharer may exchange shifts with her partner, as well as with other employees as provided by the Collective Agreement.
- Q-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 employee would be required to work.
- Q-6 Coverage:
 - (a) It is expected that both job sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the unit supervisor must be notified. 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 Collective Agreement.

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

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

Q-7 Where job sharers agree to cover for each other's vacation, they should not be included in any vacation quota.

Q-8 Implementation

Where the job sharing arrangement 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.

Q-9 Any incumbent full-time employee wishing to share her position, may do so without having her half of the position posted. The other half of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.

Q-10 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 employee 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.

Q-11 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.

LETTER OF UNDERSTANDING

Between:

LONDON HEALTH SCIENCES CENTRE

And:


ONTARIO NURSES' ASSOCIATION

Re: Scrub Gowns

This letter is to confirm that the Hospital will continue its present practice of providing scrub gowns to employees working in the Operating Room and any areas where scrub gowns are required by the Hospital.


Dated at London, Ontario, this 29th day of January, 2010.

FOR THE EMPLOYER







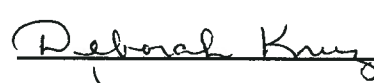




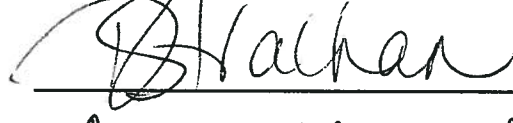
FOR THE UNION



Labour Relations Officer









LETTER OF UNDERSTANDING

Between:

LONDON HEALTH SCIENCES CENTRE

And:

ONTARIO NURSES' ASSOCIATION

Re: Resource Nurse


Reference is made to the role of Resource Nurse and the issues regarding assignment, if an assignment is to be made on a consistent basis. These issues are as follows:


- (i) whether the assignment should be voluntary or mandatory
- (ii) whether the assignment would be in or out of the rotation
- (iii) the duration of the assignment (if out of the rotation) - options to be determined by Coordinator

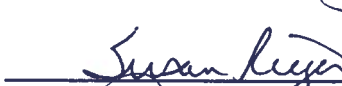
It is agreed that these issues will be decided on each unit on the basis of a sixty percent (60%) majority vote of the full-time staff employees conducted by secret ballot.


Dated at London, Ontario, this 29th day of January, 2010.


FOR THE EMPLOYER








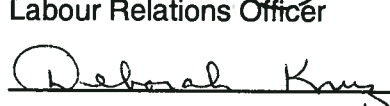





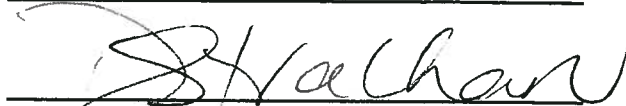
FOR THE UNION

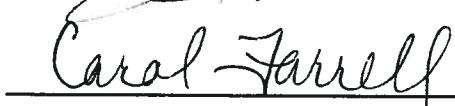


 Labour Relations Officer









LETTER OF UNDERSTANDING

Between:

LONDON HEALTH SCIENCES CENTRE

And:

ONTARIO NURSES' ASSOCIATION

Re: Innovative Unit Scheduling

The Parties agree that if and when innovative unit schedules as described in Article 13.03 of the central agreement are being contemplated by the Hospital, the Parties will meet to discuss and negotiate the local issues as contemplated by Article 13.03.

Dated at London, Ontario, this 29th day of January, 2010.

FOR THE EMPLOYER

Angela Bell
Slee Cym
Suzanne
Jane Abby
Wendy

FOR THE UNION

Ralph
Labour Relations Officer
Deborah King
Diane Vint
Shahan
Carol Farrell

LETTER OF UNDERSTANDING

Between:

LONDON HEALTH SCIENCES CENTRE

And:

ONTARIO NURSES' ASSOCIATION

Re: Part-time Benefit plan

The Hospital agrees to facilitate the voluntary participation of part-time nurses in a part-time benefit plan as described to the Union by the Hospital during the course of bargaining subject to the following:

1. The minimum enrollment requirements of the carrier must be met both initially and on an ongoing basis;
2. All of the terms and conditions of the plan, including its various components eg. Dental, EHC and Life Insurance will be applicable to employees who decide to participate including any requirements that an employee successfully pass a medical examination in order to be eligible for benefits;
3. Employees who decide to participate will be responsible for paying the full amount of the premiums for the plan either through post dated cheques provided on a yearly basis or through a pre-authorized withdrawal process (which may include payroll deduction). It is understood that any transaction would be dated the first of each and every month. The Employer will notify the Union of the premium costs to part-time nurses sixty (60) days before the rates go into effect each year.

Re: Part-Time Benefit Plan
Page two

Dated at London, Ontario, this 29th day of January, 2010.

FOR THE EMPLOYER

Miguel Bui

Silvia Cruz

Susan Ryan

Janice Oddy

Wendy Webb

FOR THE UNION

[Signature]

Labour Relations Officer

Deborah King

[Signature]

Carol Farrell

LETTER OF UNDERSTANDING

Between:

LONDON HEALTH SCIENCES CENTRE

And:

ONTARIO NURSES' ASSOCIATION

Re: Regular Part time Clinical Nurse Specialists and Regular Part Time Nurse Clinicians

The parties agree the Collective Agreement applies in its entirety except as modified in this agreement:

1. Regular part time Clinical Nurse Specialists and Nurse Clinicians will be available for work and regularly scheduled by the employer up to twenty-four (24) hours per week or forty-eight (48) hours bi-weekly.
2. The Clinical Nurse Specialists and Nurse Clinicians will self-schedule and due to the nature of the work, there will be flexible scheduling of hours in accordance with his/her workload. The Clinical Nurse Specialists and Nurse Clinicians will adjust his/her schedule to compensate for the variations in that load. Such flexible schedule will not result in premium pay under the scheduling provisions contained at Appendix 5 of the collective agreement.
3. The Clinical Nurse Specialists and Nurse Clinicians who work in excess of 75 hours biweekly shall have the option of electing payment at the applicable premium rate. Hours worked in excess of seventy-five (75) hours biweekly may also be taken as time in lieu at the rate of time and one half, at a time mutually agreeable to the Clinical Nurse Specialists and Nurse Clinicians and his/her manager, as per Article 14.09 and F-5 of the Collective Agreement.

Re: Regular Part time Clinical Nurse Specialists and Regular Part Time Nurse Clinicians
Page 2


Dated at London, Ontario, this 29th day of January, 2010.

FOR THE EMPLOYER












FOR THE UNION



Labour Relations Officer









LETTER OF UNDERSTANDING

Between:

LONDON HEALTH SCIENCES CENTRE

And:

ONTARIO NURSES' ASSOCIATION

Re: Regular Part Time Nurse Case Managers

The parties agree the Collective Agreement applies in its entirety except as modified in this agreement:

1. Regular part time Nurse Case Managers will be available for work and regularly scheduled by the employer up to twenty-four (24) hours per week or forty-eight (48) hours bi-weekly.
2. In respect of the Nurse Case Manager classifications that fall within the scope of the bargaining unit, the parties agree that these individuals will be self-schedulers who average hours as set out in Number One (1) of this agreement. It is understood that the Nurse Case Managers that are currently working a blended rotation that includes both 7.5 hour tours and 11.25 hour tours may continue to work a mix of 7.5 hours tours and 11.25 hour tours. It is agreed that weekend, shift premiums as well as overtime premiums in excess of these shifts as contemplated by the collective agreement are applicable. Also those Nurse Case Managers that are required to work shifts and to rotate shifts that include weekend coverage, will be protected by the scheduling language in the Appendix 5 of the Local Collective Agreement. Those Nurse Case Managers that work either Monday to Friday days only, or days and evenings, will also be covered by the scheduling provisions of the Local portion of the Collective agreement.

Re: Regular Part Time Nurse Case Managers
Page 2

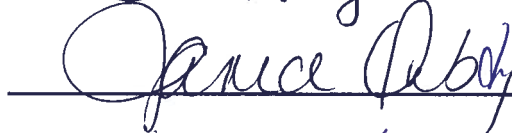
Dated at London, Ontario, this 29th day of January, 2010.

FOR THE EMPLOYER











FOR THE UNION



Labour Relations Officer









LETTER OF UNDERSTANDING

Between:

LONDON HEALTH SCIENCES CENTRE

And:

ONTARIO NURSES' ASSOCIATION

Re: Parking Charges

The Hospital promises to consult the Local Union in advance of any changes in parking charges to members of the Full-Time or Part-Time Bargaining Units.

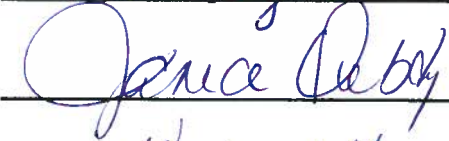
Dated at London, Ontario, this 29th day of January, 2010.

FOR THE EMPLOYER












FOR THE UNION











LETTER OF UNDERSTANDING

Between:

LONDON HEALTH SCIENCES CENTRE

And:

ONTARIO NURSES' ASSOCIATION

Re: Bargaining Unit President Leave in lieu of Article G-2

The parties agree that this arrangement will continue for the duration of the collective agreement:

1. It is understood that for the term of this agreement, Article G-3 will not apply to the Bargaining Unit President.
2. The Bargaining Unit President shall be on full-time leave of absence without loss of her regular hourly rate of pay, benefits, service or seniority for the term of her Presidency.
3. The Hospital agrees to pay the President an average of 75 hours per month. This compensation is for time spent by the President on Union business involving the Hospital.
4. The Union agrees that it will provide a designate for the Bargaining Unit President's absences including vacation, sick leave and other leaves provided for in the collective agreement. Except in the case of attendance at meetings where the central agreement requires the Hospital to pay the cost of attendance, the cost of such designate will be borne by the Union.
5. The Union agrees the Bargaining Unit President will allocate 50% of her time in a week for union business with the Hospital and for this purpose will advise the Hospital of her availability on a regular basis. It is understood that there will be flexibility in how those hours may be averaged over a given month.
6. The Bargaining Unit President and the Manager of Labour Relations (or her delegate) will meet and document on a monthly basis business arising from the collective agreement. Where possible this meeting will be scheduled in conjunction with prescheduled Step 2 meetings.

Re: Bargaining Unit President Leave in lieu of Article G-2
Page two

It is understood that at anytime during this arrangement either party may request a meeting to discuss and seek resolution to issues arising from this agreement.

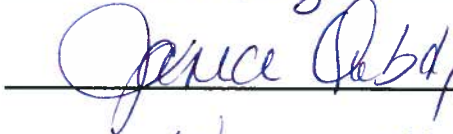
Dated at London, Ontario, this 29th day of January, 2010.

FOR THE EMPLOYER












FOR THE UNION



Labour Relations Officer





LETTER OF UNDERSTANDING

Between:

LONDON HEALTH SCIENCES CENTRE

And:

ONTARIO NURSES' ASSOCIATION

Re: Vacation in lieu of Article J -1

The parties agree that this arrangement will be trialed for the duration of the Collective Agreement commencing January 1st, 2010. The parties will meet to evaluate the efficiency and effectiveness of this vacation process prior to the completion of the trial period.

Full-time & Part-time

- J-1 Vacations with pay are earned for service rendered. It shall be the duty of the Hospital Manager or Coordinator to receive requests for vacation entitlement (time) and arrange suitable dates, taking into account operational requirements, safe coverage of units/areas and seniority. It is understood that all vacation entitlements shall be calculated on a "real time" basis.
- (a) The Hospital shall establish vacation quotas for each nursing unit/area which shall not be unduly restrictive. The quota will include only members of the bargaining unit.
 - (b) The vacation quotas for each unit/area as set from time to time by the Hospital Manager or Coordinator will be filed with the Bargaining Unit President prior to March 1st of each year and posted on each applicable unit/area. It is understood that the full time and regular part time quotas may be integrated in units where only one (1) employee is allowed off in a twenty-four (24) hour period.
 - (c) For the period May 1st to April 30th the Hospital will post a visible vacation planner in each unit/area by March 1st of each year. It is understood that an integrated vacation planner will be posted for units/areas with integrated quotas in accordance with Article J-1 (b).
 - (d) Nurses in each unit will indicate on the vacation planner their vacation preferences for the period from May 1st to April 30th of any given year. The planner shall be removed on April 15th.

Re: Vacation in Lieu of Article J-1
Page two

- (e) For the period May 1st to April 30th, the same vacation time requests must be submitted in writing by April 15th. Vacation time requests approved by Hospital Manager or Coordinator will be posted on the unit/area by May 1st.
- (f) Vacation requested in a manner not in compliance with J-1 (d) and (e) will be considered on a first come first served basis subject to the operational requirements of the Hospital and will be responded to within three (3) weeks, and will only be approved by the Hospital Manager or Coordinator for times that are available up to April 30th. If the vacation request is within the three (3) week period as outlined in this article, it will be responded to in a shorter time.
- (g) Vacation time will not normally be granted between December 15 and January 15. Where the operational requirements of the Hospital allow, vacation may be granted during this period. Where the Hospital has granted a nurse's request for vacation during this period, it is understood that the Hospital may not be able to grant five (5) consecutive days off at Christmas or New Year's to that nurse.
- (h) If a nurse leaves the unit and the vacation time requested by that nurse continues to remain available, the following process will be followed:
 - i) Posted within the unit for one week (seven calendar days).
 - ii) The time will be offered by seniority to nurses that apply in writing within the one week posting.
 - iii) This will not result in cancellation of previously approved vacation.
- i) Where a nurse requests to cancel scheduled vacation and such request is approved, and the vacation time continues to be available, the following process will be followed:
 - i) Posted within the unit for one week (seven calendar days).
 - ii) The time will be offered by seniority to nurses that apply in writing within the one week posting.
 - iii) This will not result in cancellation of previously approved vacation.
- j) A week of vacation for Regular Part-time nurses, shall consist of seven (7) consecutive calendar days, commencing Monday through Sunday inclusive. The nurse's vacation entitlement as per the Central collective agreement will determine the number of weeks that they can be absent for purposes of this clause.

Re: Vacation in Lieu of Article J-1
Page three

Dated at London, Ontario, this 29th day of January, 2010.

FOR THE EMPLOYER

[Signature]

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FOR THE UNION

[Signature]

Labour Relations Officer
[Signature]

[Signature]

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