

LOCAL ISSUES

Between:

**WILLIAM OSLER HEALTH CENTRE
[hereinafter referred to as the "Hospital"]**

And:

**ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Association"]**

Expiry Date: March 31, 2011

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APPENDIX 3

SALARY SCHEDULE

FULL-TIME & PART-TIME

Classification - Registered Nurse

Articles 19.01(a) and (d) apply to nurses only

- 19.01 (a) The salary rates in effect during the term of the Agreement shall be those set forth in Appendix 3 attached to and forming part of this Agreement. The regular straight time hourly rates for full-time, regular part-time and casual part-time Registered Nurses at hospitals shall be as follows:

Effective	Effective <u>April 1, 2008</u>	Effective <u>April 1, 2009</u>	Effective <u>April 1, 2010</u>
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

NOTE 1: The above adjustments resolve the issue of Pay Equity maintenance to date, and the parties further agree that future collective bargaining settlements or awards will be deemed to resolve any future issues related to Pay Equity maintenance without any specific reference to male comparators. It is understood and agreed that the parties will take into consideration the issue of pay equity when tabling proposals through the normal course of collective bargaining.

(Articles 19.01(b) and 19.01 (c) apply to part-time nurses only)

- (b) The hourly salary rates, inclusive of the percentage in lieu of fringe benefits in effect during the term of this Agreement for all regular and casual part-time nurses shall be those calculated in accordance with the following formula:

Applicable straight time hourly rate + 13%.

- (c) The hourly salary rates payable to a regular or casual part-time nurse include compensation in lieu of all fringe benefits which are paid to full-time nurses except those specifically provided to part-time nurses in this Agreement. It is understood and agreed that holiday pay is included within the percentage in lieu of fringe benefits. It is further understood and agreed that pension is included within the percentage in lieu of fringe

benefits. Notwithstanding the foregoing, all part-time nurses may, on a voluntary basis, enrol in the Hospital's Pension Plan when eligible in accordance with its terms and conditions. For part-time nurses who are members of the Pension Plan, the percentage in lieu of fringe benefits is nine percent (9%).

It is understood and agreed that the part-time nurse's hourly rate (or straight time hourly rate) in this Agreement does not include the additional 9% or 13%, as applicable, which is paid in lieu of fringe benefits and accordingly the 9% or 13%, as applicable, add on payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.

- (d) The parties agree to maintain the percentage differentials in the wage rates which presently exist between the classification of Registered Nurse and the other classifications which are covered by the Collective Agreement.

SALARY SCHEDULESClinical Nurse Specialist

	Effective April 1, 2008	Effective April 1,2009	Effective April 1, 2010
Start	44.05	45.37	46.73
1 Year	44.93	46.28	47.67
2 Years	45.82	47.19	48.61
3 Years	46.74	48.14	49.58
4 Years	47.67	49.10	50.57
5 Years	48.63	50.09	51.59
8 Years	48.75	50.21	51.72
25 Years	49.73	51.22	52.76

Diabetes/Asthma/Cardiac Rehab Patient Educator/Research Nurse

	Effective April 1, 2008	Effective April 1,2009	Effective April 1, 2010
Start	28.74	29.60	30.49
1 Year	29.18	30.06	30.96
2 Years	29.55	30.44	31.35
3 Years	31.03	31.96	32.92
4 Years	32.46	33.43	34.43
5 Years	34.25	35.28	36.34
6 Years	36.12	37.20	38.32
7 Years	37.94	39.08	40.25
8 Years	40.65	41.87	43.13
25 Years	41.37	42.61	43.89

Clinical Nurse Educator

	Effective April 1, 2008	Effective April 1,2009	Effective April 1, 2010
Start	41.89	43.15	44.44
1 Year	42.78	44.06	45.38
2 Years	43.66	44.97	46.32
3 Years	44.58	45.92	47.30
4 Years	45.51	46.88	48.29
5 Years	46.47	47.86	49.30
8 Years	46.59	47.99	49.43
25 Years	47.52	48.95	50.42

Clinical Informatics Analyst/Lactation Consultant

	Effective April 1, 2008	Effective April 1,2009	Effective April 1, 2010
Start	31.35	32.29	33.26
1 Year	32.98	33.97	34.99
2 Years	34.60	35.64	36.71
3 Yeas	36.22	37.31	38.43
4 years	37.85	38.99	40.16
5 Years	39.45	40.63	41.85
8 Years	39.56	40.75	41.97
25 Years	40.35	41.56	42.81

Patient Flow Facilitator

	Effective April 1, 2008	Effective April 1,2009	Effective April 1, 2010
Start	33.97	34.99	36.04
1 Year	35.80	36.87	37.98
2 Years	37.62	38.75	39.91
3 Yeas	39.47	40.65	41.87
4 years	41.31	42.55	43.83
5 Years	43.15	44.44	45.77
8 Years	43.25	44.55	45.89
25 Years	44.12	45.44	46.80

Resource Nurse

	Effective April 1, 2008	Effective April 1, 2009	Effective April 1, 2010
Start	28.74	29.60	30.49
1 Year	29.18	30.06	30.96
2 Years	29.55	30.44	31.35
3 Years	31.03	31.96	32.92
4 Years	32.46	33.43	34.43
5 Years	34.25	35.28	36.34
6 Years	36.12	37.20	38.32
7 Years	37.94	39.08	40.25
8 Years	40.65	41.87	43.13
25 Years	41.37	42.61	43.89

Non-Registered Nurse

	Effective April 1, 2008	Effective April 1, 2009	Effective April 1, 2010
Start	26.54	27.34	28.16
1 Year	26.94	27.75	28.58
2 Years	27.42	28.24	29.09
3 Years	28.83	29.69	30.58

Nurse Practitioner

	Effective April 1, 2008	Effective April 1, 2009	Effective April 1, 2010
Start	44.48	45.81	47.18
1 Year	46.64	48.04	49.48
2 Years	47.84	49.28	50.76
3 Years	49.06	50.53	52.05
4 Years	50.29	51.80	53.35
5 Years	51.58	53.13	54.72
6 Years	52.88	54.47	56.10
8 Years	54.23	55.86	57.54
25 Years	55.31	56.97	58.68

APPENDIX 4

SUPERIOR CONDITIONS – FULL-TIME

ETOBICOKE GENERAL HOSPITAL
(Applies to all Employees as of April 1, 2000)

- Formerly Article 9.01: Written requests for personal/general leave(s) of absence without loss of seniority for good and sufficient cause shall be considered on an individual basis by the Vice-President of Patient Services or her/his designate.
- Formerly Article 12.02 (c): For the purposes of this Article, service for a Part-Time nurse will not date farther back than January 1, 1976.
- Formerly Article 13.03: Note: The existing Collective Agreement prior to March 16, 1993, contains provisions relating to payment to employees for holidays, whether worked or not, that exceed any payment required under the Employment Standards Act. Such provisions shall be continued. Payment of holiday pay under this Note applies only to employees presently enjoying such payment. employees presently enjoying holiday pay pursuant to this note or otherwise as of March 16, 1993, will continue to enjoy such payment until they cease to be employed at the Hospital or until they transfer to a status to which this superior condition does not apply, whichever first occurs.
- Formerly Article 13.05: The following language applies only to part-time employees who were employed at Etobicoke General Hospital prior to March 16, 1993.
1. If a regular part-time employee does not work on any of the paid holidays as listed in Article 13.01 (a), she/he shall receive holiday pay if she/he works twelve (12) of the preceding twenty-eight (28) days.
 2. If a casual part-time employee works twelve (12) of the preceding twenty-eight (28) days prior to any of the paid holidays as listed in Article 13.01 (a), and works on a paid holiday as listed in Article 13.01 (a), she/he shall be paid at the rate of double time and one-half (2½) her/his regular straight time hourly rate for all hours worked on such holiday.

3. If a casual part-time employee works on a paid holiday as listed in Article 13.01 (a) and has not worked twelve (12) of the preceding twenty-eight (28) days, she/he shall be paid at the rate of time and one-half (1½) her/his regular straight time hourly rate for all hours worked on such holiday.
4. If a casual part-time employee does not work on a paid holiday as listed in Article 13.01 (a), she/he shall be paid holiday pay if she/he works twelve (12) of the preceding twenty-eight (28) days.
5. For employees working the extended tours, the above days shall be pro rated into hours.

Formerly Article 21.02: When an employee is required to stand by on a paid holiday and is called in to work, she/he shall be paid at the rate of two (2) times her/his regular straight time hourly rate with a guaranteed minimum of four (4) hours at time and one-half (1½) her/his regular straight time hourly rate, whichever is greater.

Formerly Appendix 11.1: For the part-time employees, the percentage in lieu is currently built into the hourly rate.

Formerly L – 2: Education Allowance

The Hospital will pay monthly preparation premiums as below in addition to the salaries noted in Appendix 3, provided the qualifications are used in the performance of the employee's normal or assigned duties.

Assistant Manager
& Clinical Nurse Educator

- | | | |
|-----|--|----------|
| (a) | Post-graduate courses of three (3) months or more if related to Nursing and approved by the Manager; | \$15.00* |
| (b) | C.H.A. Nursing Unit Administration | \$15.00 |
| (c) | A university course of one (1) year or more if related to Nursing and approved by the Manager; | \$40.00 |
| (d) | A Degree in Nursing and approved by the Manager. | \$80.00 |

*General staff employees shall also receive this premium if the course benefits are being utilized in their normal nursing duties.

APPENDIX 5

LOCAL ISSUES

ARTICLE A - RECOGNITION

A – 1 The Hospital recognizes the Union as the sole bargaining agent of all Registered and Graduate nurses employed in a nursing capacity by the William Osler Health Centre, save and except Managers, persons above the rank of Managers, Infection Control Practitioners, Occupational/Employee Health Nurses, Utilization Management Analysts, Community Treatment Order Coordinators, Discharge Planners, and Systems Analysts.

ARTICLE B - MANAGEMENT RIGHTS

B - 1 The Union recognizes that the management of the Hospital and the direction of the working force are fixed exclusively in the Hospital and shall remain solely with the Hospital. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Hospital to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, discharge, direct, classify, transfer, promote, demote, lay-off, and suspend or otherwise discipline employees for cause provided that a claim of discriminatory classification, promotion, demotion or transfer or a claim that an employee has been unjustly discharged, suspended or disciplined may be the subject of a grievance and dealt with in accordance with the Grievance Procedure. The right of a probationary employee to grieve shall be in accordance with Article 7.06.
- (c) Establish and enforce reasonable rules and regulations to be observed by employees.
- (d) Generally to manage and operate the Hospital in all respects in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of machines, equipment to be used, the allocation and number of employees required from time to time, the standards of performance for all employees and all other matters concerning the Hospital's operations.

B - 2 These rights shall not be exercised in a manner inconsistent with the provisions of this Collective Agreement.

ARTICLE C - UNION REPRESENTATION

- C - 1 The Hospital agrees to recognize a bargaining committee consisting of six (6) members including the Bargaining Unit President, Site Vice-Presidents, Grievance Chair and not less than three (3) full-time employees and not less than two (2) part-time employees who shall act as a committee on behalf of the Union, in negotiating the Collective Agreement, its modification or renewal with the Hospital.
- C - 2 There shall be up to twenty-four (24) union representatives. In the event of new units being created the number will be increased proportionately. In the event a Union Representative is not readily available in a designated area, a Union Representative from another area may substitute on a temporary basis.
- C - 3 During the orientation period, an officer of the Union or Employee Representative shall be allowed a reasonable period of time to meet with such employees and to discuss the benefits and duties of Union membership and responsibilities to the Union and to the Hospital. The Local Executive and Hospital shall schedule time on the Nursing Orientation Agenda, to discuss the above-mentioned benefits and duties.
- C - 4 The Hospital-Association Committee shall be composed of eight (8) representatives of the Union (Bargaining Unit President, Site Vice-President, and Grievance Chairperson inclusive) and representatives from the Hospital. Each party may have an alternate to replace a member. It is understood and agreed that rights matters that are more appropriately dealt with by the grievance procedure shall not be dealt with by this Committee.
- C - 5 There shall be a grievance Committee of up to six (6) employees. The Grievance Committee shall be comprised of the following members: the Bargaining Unit President, the two (2) site Vice-Presidents, the Grievance Chair and two (2) committee members as appointed by the local executive. However, not more than four (4) members can normally attend at one time.
- C - 6 The Hospital will endeavour to schedule the Bargaining Unit President and Site Vice-Presidents on the day shift for the duration of his/her office. The Union acknowledges that the scheduling provisions may deem that this may not be practicably possible.
- C-7 A scheduling committee will be struck consisting of three (3) of the local executive members and three (3) Hospital representatives for the purpose of resolving identified scheduling issues and/or the development of master rotations. Additional members will be invited as needed and agreed to by the committee to deal with unit specific issues.

ARTICLE D – SENIORITY LIST

- D - 1 The seniority list as provided in Article 10.02 will be filed with the Union and posted electronically on or before January 30 and July 30 of each year.

- D - 2 The Hospital will provide the Bargaining Unit President and Site Vice-Presidents with copies of bargaining unit job postings at the time of posting.

ARTICLE E – BULLETIN BOARDS

- E - 1 The Hospital shall provide the Union with access to a glassed, lockable bulletin board on each site, for the posting of Union materials. The Hospital reserves the right to remove any and all postings it deems inappropriate from the bulletin board. A small space will be provided on the bulletin board of each patient care unit with the mutual agreement of the Hospital and the Union.
- E - 2 A copy of the Agreement may be accessed electronically and each member of the bargaining unit now employed and as employed shall receive a copy.
- E - 3 The Human Resources Policies and Procedures are available electronically for all members of the Bargaining Unit.

ARTICLE F – LEAVE OF ABSENCE

- F - 1 (a) Leaves of absence for Union business shall not be unreasonably denied provide at least two (2) weeks' notice is given to the Hospital.
- (b) It is agreed that not more than twenty (20) nurses shall be absent on such leave at the same time.
- (c) A decision as to how many nurses are away from any one unit at a time is tied to the Manager's ability to run an efficient operation with appropriate coverage. Each request will be reviewed by the manager based on the needs of the unit and will not be unreasonably denied.
- (d) Replies to request for leaves of absence shall be given within one (1) calendar week of receipt of the request.

F – 2 Local Coordinator Leave

The Hospital agrees to grant unpaid leaves of absence requested in writing by the individual elected to the position of Local Coordinator, subject to meeting the operational requirements of the Hospital, on the basis that such leave will be requested as far in advance as possible, normally not less than two (2) weeks in advance, and shall be limited to fulfilling the duties of the position.

ARTICLE G – HOURS OF WORK – SCHEDULING

G - 1 The normal hours to be covered on each tour of duty shall be:

8-hr Tours

Day Tour - 07:30 to 15:30
 Evening Tour - 15:30 to 23:30
 Night Tour - 23:30 to 07:30

12-hr Tours

Day Tour - 07:30 to 19:30
 Night Tour - 19:30 to 07:30

Special starting and stopping times may be arranged by the Hospital with the appropriate notification to the employee(s) involved.

The hours in G-1 may be changed by the Hospital in accordance with operating requirements after discussion with the Union at Hospital-Association Committee.

G - 2 An employee shall receive premium pay for all time worked during the meal period.

G - 3 (a) The Hospital shall endeavour to post four (4) week work schedules two (2) weeks in advance of being effective, such that at least six (6) weeks of unworked time is posted on an ongoing basis. Schedules will be accessible to employees on a twenty-four (24) hour basis.

Requests for specific days off are to be submitted in writing, or electronically, at least two (2) weeks in advance of posting. Changes to the posted schedule will only be considered in writing or electronically co-signed by the replacement employee and approved by the manager or designate. Requests for changes to the posted schedule shall not result in overtime payment.

(b) A minimum period of twelve (12) consecutive hours off shall be scheduled between a change of tours.

(c) At least forty-eight (48) hours off shall be scheduled following the completion of night tours when changing to day tours in accordance with the posted schedule unless otherwise mutually agreed between the nurse and her/his immediate supervisor.

(d) A weekend off shall consist of fifty-six (56) consecutive hours commencing no later than 2330 hours on Friday and ending no sooner than the beginning of the Monday day shift, unless otherwise mutually agreed between the nurse and her/his immediate supervisor.

(e) Christmas schedules shall be posted no later than November 1st of each year. Requests, however, should be submitted by October 1st of each year. An employee is entitled to be off work either Christmas Day (including December 24th, December 25th and 26th) or New Year's Day (including December 31st and January 1st). The Hospital will provide no less than five (5) consecutive days off over either Christmas or New Year's. If the allocation of requests for time off does not allow the efficient

operation of the unit, the manager may have to grant requests on a rotational equitable basis.

The weekend scheduling regulations referred to above may be put aside during the period of December 18th to January 10th to facilitate the scheduling of days off at Christmas and New Years.

(f) Four Hour Tours

A four (4) hour tour will consist of four (4) paid hours which shall be inclusive of one (1) fifteen (15) minute paid meal break. The Hospital will keep the number of four (4) hour tours to a minimum and will distribute such tours equitably among the regular part-time employees of the unit.

G - 4

Full-time

- (a) At least sixteen (16) hours off shall be scheduled between shifts of the same definition, i.e. Days, Evenings, Nights. (Does not apply to 12-hour tours.)
- (b) Split tours will not be scheduled.
- (c) Where employees rotate shifts, the hospital shall endeavour to schedule fifty percent (50%) of work time on the day shift and fifty percent (50%) on the other shift or shifts as the case may be.
- (d) Every effort shall be made to give full-time employees one (1) weekend off in two (2). Should an employee be required to work three (3) weekends in a row, then time and one-half (1 ½) shall be paid for the third [3rd] and subsequent weekend(s) 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.
- (e) Employees will not be scheduled to change tours more than once per week.
- (f) Employees on eight (8) hour tours shall not be scheduled to work more than seven (7) consecutive tours. The Hospital will pay the nurse premium pay, as defined in Article 14, for each additional prescheduled tour until a day off is scheduled.
- (g) An employee will be scheduled off at least four (4) tours in any two (2) week period of which two (2) tours will be consecutive.

- (h) At an employee's written request, permanent evenings or night shifts will be scheduled subject to departmental requirements. An employee assigned to a permanent evening or night shift may be scheduled on an occasional basis to work days for purposes of in-service education and evaluation.
- (i) Employees presently working eight (8) hour days/evenings or days/nights, shall not be rotated through all three (3) shifts without their consent.
- (j) Full-time nurses may be considered for temporary full-time vacancies on the same basis as regular part-time nurses.

G - 5

Part-Time

- (a) Regular Part-time nurses making a Level A commitment will be available to be scheduled on the following basis:
 - i) Every other weekend, or;
 - ii) To be available, as required, to work two (2) weekends out of four (4) and scheduled to meet the operational needs of the unit.
 - iii) To be available to work forty-five (45) hours in a two (2) week period as required and assigned by the Hospital.
 - iv) A nurse in the employ of the Hospital as of November 20, 2000, may limit availability to thirty (30) hours in a two (2) week period.
 - v) To be available fifty-two (52) weeks per year subject to Article 16 of the Central Collective Agreement.
 - vi) To be available to work either days/evenings, days/nights or evenings/nights (does not apply to twelve (12) hour tours).
 - vii) Job-sharers' commitment shall be equivalent to their share of the job-shared position.
 - viii) To be available for work as required and assigned by the hospital during Christmas (including December 24th, December 25th and 26th) or New Year's (including December 31st and January 1st).
 - ix) To be available to work any statutory holiday that falls contiguous to a weekend scheduled to work. If the weekend is scheduled off, the employee will be scheduled off on the statutory holiday.
- (b) Part-time nurses making a Level B commitment will be available to be scheduled on the following basis:
 - i) To be available to work for four (4) shifts in any four (4) week period, including one (1) weekend;

- ii) The Hospital agrees to limit the usage of Level B nurses to twenty percent (20%) of the Regular Part-time complement on the unit.
 - iii) To be available for work as required and assigned by the hospital during Christmas (including December 24th, December 25th and 26th) or New Year's (including December 31st and January 1st).
 - iv) To be available to work any statutory holiday that falls contiguous to a weekend scheduled to work. If the weekend is scheduled off, the employee will be scheduled off on the statutory holiday.
- (c) All Regular Part-Time Commitment Level A employees in a unit will be scheduled up to their committed hours by seniority and then Commitment Level B employees will be scheduled up to their committed hours by seniority before any casual part-time employees are utilized.
- (d) When Regular Part-Time Commitment Level A and Commitment Level B employees on the unit have been given the opportunity to work up to their commitment, the Hospital will then offer additional hours to all Regular Part-time employees on the unit on an equitable basis prior to offering tours to casual employees, subject to the following:
- i) Employees who wish to be considered for additional tours indicate their availability in the matter prescribed by the Hospital;
 - ii) A tour will be deemed to be offered whenever a call is placed;
 - iii) It is understood that the Hospital will not be required to offer tours which would result in overtime premium pay;
 - iv) When a Regular Part-Time employee accepts an additional tour, she/he must report for that tour unless arrangements satisfactory to the Hospital are made;
 - v) Provided they are qualified, employees may submit their availability to work additional tours to more than one unit. If working such time would result in premium payment, the nurse must indicate this in advance in order to receive the payment. Once the schedule is posted and the commitment has been fulfilled nurses shall be able to submit availability to other units. However, the nurse can be scheduled only one week in advance for a shift on a unit other than her home unit.
 - vi) A nurse who is scheduled to work the weekend of a statutory holiday, will be offered the statutory holiday first, in the event that work becomes available after the schedule is posted.
- (e) The hospital will endeavour to schedule such that employees will not be required to change tours more than once per week.

- (f) Day tours will be scheduled equitably among the Regular Part-Time employees unless otherwise requested by the employee.
- (g) Should an employee be required to work three (3) weekends in a row, then time and one-half (1½) shall be paid for the third [3rd] and subsequent weekend(s) 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.
- (h) It is understood and agreed that the Hospital shall schedule employees to work taking into consideration their stated preference and taking into account the operational needs of the unit.

Casual Availability

- (i) i) Casual employees will declare on a monthly basis, their availability for work on specified days for the next four (4) week period.
- ii) A casual employee who declares themselves available for work shall notify the Hospital as soon as a change in circumstances become known.
- iii) Regular Part-time Nurses who do not incur an overtime premium will be called or scheduled to work before a Casual Nurse is called to work on their respective unit.

G – 6

Extended Tours

- (a) Extended tours shall be introduced into any unit when
 - (i) eighty percent (80%) of the employees affected so indicate by secret ballot; and
 - (ii) the Hospital agrees to implement the extended tours, such agreement shall not be withheld in an unreasonably or arbitrary manner.
- (b) Extended tours may be discontinued in any unit when either party states its intention to discontinue the extended shift schedule:
 - (i) eighty percent (80%) of the employees affected so indicate by secret ballot; or

- (ii) The Hospital because of
 - A) adverse effect on patient care, or
 - B) inability to provide a workable staffing schedule, or
 - C) the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary.
- (c) When notice of discontinuation is given by either party in accordance with (b) above, then:
 - (i) the parties shall meet within two (2) weeks of giving of notice to review the request for discontinuation; and
 - (ii) where it is determined that the extended tours will be discontinued, affected employees shall be given sixty (60) days notice before the schedules are so amended.
- (d) Ten (10) Hour Tours
 - (a) Extended tours shall be introduced into any unit when
 - (i) eighty percent (80%) of the employees affected so indicate by secret ballot; and
 - (ii) the Hospital agrees to implement the extended tours, such agreement shall not be withheld in an unreasonably or arbitrary manner.
 - (b) Extended tours may be discontinued in any unit when either party states its intention to discontinue the extended tour schedule:
 - (i) eighty percent (80%) of the employees affected so indicate by secret ballot; or
 - (ii) The Hospital because of
 - A) adverse effect on patient care, or
 - B) inability to provide a workable staffing schedule, or
 - C) the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary.
 - (c) When notice of discontinuation is given by either party in accordance with (b) above, then:
 - (i) the parties shall meet within two (2) weeks of giving of notice to review the request for discontinuation; and
 - (ii) where it is determined that the extended tours will be discontinued, affected employees shall be given sixty (60) days notice before the schedules are so amended.

- (d) For nurses working ten (10) hour tour, a regular tour shall be 9.375 consecutive hours in any twenty-four (24) hour period, exclusive of a total of thirty-seven and one-half (37½) minutes of unpaid mealtime.
- (e) Nurses shall be entitled, subject to the exigencies of patient care, to paid relieve periods during the tour of a total of thirty-seven and one-half (37½) minutes.
- (f) Nurses shall not be scheduled to work more than four (4) consecutive 9.375 hour tours and shall be paid in accordance with Article 14.03 for all hours worked on the fifth and subsequent tours until time off is scheduled.
- (g) Overtime will be paid as outlined in Article 14 of the Central Collective Bargaining Agreement.
- (h) Paid holidays are in accordance with the Central and Local Collective Bargaining Agreements.
- (i) Employees working extended tours will have the option, where possible, to work eight (8) hour tours over the Christmas schedule.

G -7

Stand-by

- (a) The Hospital will notify the Bargaining Unit President or Site-Vice President prior to initiating ongoing standby assignments on any unit.
- (b) Scheduled standby assignments will be distributed equitably amongst the employees in any unit utilizing standby by mutual agreement at the unit level.
- (c) Ongoing standby assignments shall be posted at the same time as the tours of duty schedules. Employees shall be permitted to exchange their standby assignments where submitted in writing and approved by the Manager or designate.
- (d) Pagers will be provided in areas which require ongoing standby assignments.
- (e) 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 the hospital. Should the employee choose not to work the day shift, she shall be granted time off without pay, or she may choose to use lieu time, vacation or statutory holidays.

- (f) The Hospital will ensure that a consistent practice is followed across the sites for calling in the on call team.
- (g) A nurse who is called into work after completing a regular scheduled shift, and
 - A) works a minimum of four (4) hours and/or
 - B) works to 3:30 a.m. or beyond, and
 - C) is scheduled for the next shift, will be permitted leave with regular pay for that part of his/her next scheduled shift to allow a minimum of eleven (11) hours between the end of the call-back shift and the commencement of work on the regularly scheduled shift.

(h) Telephone Standby

A nurse placed on telephone standby will be paid in accordance with Article 14.07 of the Central Collective Agreement.

For each telephone consultation, the nurse will track the duration of the consultation which shall be logged and accumulated over a two (2) week pay period. The total of the accumulated minutes will be paid at the rate of time and one-half (1½) his/her regular rate of pay. This amount will be paid in addition to the on-call premium for the hours performing on-call duty.

G-8 Master Schedules

Revisions to any Master schedule shall be brought to a scheduling sub-committee of the Hospital-Association Committee for discussion and recommendations. Master schedules on a unit may be changed if sixty-six percent (66%) of the nurses directly affected so indicate by secret ballot conducted jointly by the hospital and the union.

G -9 Job Sharing

- (a) Where a desire is expressed by either party to introduce job sharing, the Hospital and Union agree to meet and discuss the introduction of job sharing.
 - (i) Where the job sharing arrangement arises out of the filling of a vacant position, both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement, or

Job Sharing requests with regard to full-time positions shall be considered on an individual basis. An incumbent full-time employee wishing to share his/her position, may do so subject to the approval of the manager without having her/his half of the position posted. The other half of the job sharing position will be posted and selection will be based on the criteria set out in the Collective Agreement.

- (ii) Total hours worked by the job sharer shall equal one (1) full-time position. The division of these hours or the schedule shall be determined by mutual agreement between the two (2) employees and the Manager.
- (iii) The above schedules shall conform with the scheduling provisions of the Full-time Collective Agreement.
- (iv) Job sharers shall only be required to work the number of paid holidays that a full-time employee would be required to work.
- (v) It is expected that both job sharers will cover each others short term sick leave and vacation. If the job sharer is unable to meet the above commitment, exemptions to this requirement will be made providing that the nurse notifies the manager in writing. Such exemptions will not be unreasonably denied.
- vii) If one of the job sharers leaves the arrangement, her/his 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 revert into an available 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. Article 10 of the Central Collective Bargaining Agreement will apply if the nurse cannot be placed into a part-time position.

(b) Discontinuation

Either party may discontinue the job sharing arrangement with sixty (60) 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. In the event of discontinuation, the incumbent job sharers shall revert to regular part-time status.

ARTICLE H – LIEU TIME FOR OVERTIME

- H - 1 (a) Where an employee has worked and accumulated approved hours for which she or he is entitled to be paid premium pay (other than hours relating to working on paid holidays) such employee shall have the option of electing payment at the applicable premium rate or time off equivalent

to the applicable premium rate (i.e. where the applicable rate is time and one-half (1½) then time off shall be at time and one-half (1½). Such time off shall not accumulate in excess of thirty-seven and one-half (37.5) hours in a fiscal year must be taken within one hundred and twenty (120) calendar days of accrual. Such time off to be scheduled at a mutually agreeable time.

(b) Predetermined Recognized Closures and Partial Closures

The parties agree that there are times when the William Osler Health Centre will decide on closures of certain units throughout the year. The parties agree that during these predetermined recognized closures, the employees on these units will be given the choice of banking any overtime required to meet the duration of the specific closure over and above the amount set forth in Article H.1 (a) for the sole purpose of being paid from this banked time during the closure. If the employees choose to bank their overtime over and above the amounts set forth in Article H.1 (a), it is understood that they have accepted the short term/intermediate layoff for the duration of the closure.

ARTICLE I - VACATIONS

- I - 1
- (a) Requests for vacation during the period of June 15th to September 15th will be submitted by the employee in writing by March 1st. Vacation requests submitted after this date shall be considered on a first come, first served basis. The vacation schedules will be posted by April 1st.
 - (b) It is understood and agreed that the Hospital will give consideration to the full-time and regular part-time employee's preference as to the timing of vacations. In the event of a conflict between employees, the principle of seniority will apply. The Hospital must, however, reserve the right to the final decision as to the scheduling of vacations.
 - (c) A reason for the denial will be given.
 - (d) Part-time – Regular Part-Time employees will receive unpaid time off for the purposes of vacation on an annual basis in accordance with the following schedule, subject to the vacation scheduling regulations of the hospital. Payroll records will document such unpaid vacation, when it is taken.

All part-time employees will receive vacation pay in a lump sum for the period June 1st to May 31st each year on the first pay in June,
 - (e) Where it is operationally feasible, the Hospital will schedule off the weekend before and at the end of a nurse's vacation.

ARTICLE J – PAID HOLIDAYS

J - 1 (a) The parties agree that the list of twelve (12) fixed holidays will be:

New Year's Day (Jan. 1 st)	Canada Day (July 1 st)
3rd Monday in February (Family Day)	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day (Dec. 25 th)
2 nd Monday in June	Boxing Day (Dec. 26 th)

The parties agree that there is no obligation to pay premium for more than one (1) day notwithstanding Provincial or Federal government designation of an alternative date.

(b) 8-Hour Tours

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

(c) 12-Hour Tours

An employee working on an extended tour on a paid holiday will be paid according to Article 15 of the Central Agreement for actual hours worked on the paid holiday.

(d) FULL-TIME ONLY

When an employee qualifies for lieu days, such lieu day will be granted within thirty (30) days before or sixty (60) days following the date on which the holiday is observed. Lieu days will be scheduled at a mutually agreeable time between the employee and his/her immediate supervisor. Requests will not be unreasonably or arbitrarily denied. Lieu time may be banked to use in areas where closures are planned.

ARTICLE K – MISCELLANEOUS

K - 1 Any discrepancies on pay cheques shall be corrected as soon as it is administratively possible.

K – 2 (a) Postings shall stipulate the job qualifications, the Program to which the position is assigned, the shift or shifts normally assigned and the usual hours of work.

(b) Notice to Unsuccessful Job Applicants

The Hospital to notify unsuccessful job applicants in writing, or electronically, prior to posting the name of the successful candidate and copy to Union.

K.3 Except in an emergency, a nurse who is unable to report for work shall notify the manager/designate of this at least four (4) hours prior to the commencement of the evening or night shift at least one (1) hour prior to the commencement of the day shift.

Nurses returning from sick leave must notify their manager/designate of their intention to return to work a minimum of twelve (12) hours in advance of their return in the case of the day shift and six (6) hours in advance in the case of evening and night shifts.

Any required medical information will be communicated to the occupational health department.

In the event a nurse fails to provide notification as above, and a replacement is arranged, the nurse may be denied the opportunity to work.

ARTICLE L – MODIFIED WORK AND VIOLENCE EARLY AND SAFE RETURN TO WORK

1. A Return to Work Meeting will be set up in order to facilitate the early and safe return to work for an employee needing modified work. In attendance at the meeting will be the employee, Department Manager, Occupational health nurse and an ONA representative.

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

2. The Hospital will notify the Bargaining Unit President and the Labour Relations representative of the following by the 15th of each month:

(a) The employee, date and type of injury for each ONA member unable to work due to work related injury.

(b) Current listing of ONA members on a rehabilitative return to work program (recovery program).

(c) Current listings of all ONA members off for thirty (30) days or longer due to illness.

(d) When an employee goes on LTD.

3. A joint Return to Work Committee (RWC) comprised of representatives of the Union and the Hospital will be established. The Committee will meet once per month.

The Committee will develop Terms of Reference.

4. The Employer agrees that no form of verbal, physical, sexual, racial or other abuse of employees will be condoned in the workplace. Any employee who believes the situation to be abusive shall report this to the immediate supervisor who will make every reasonable effort to rectify the abusive situation.
5. The parties agree that if incidents involving aggressive patient action, such action will be recorded and reviewed at the Occupational Health and Safety Committee. The Union will receive copies of the statistics presented. Reasonable steps within the control of the Employer, will follow to address the legitimate health and safety concerns of employees represented in that forum.
6. The parties further agree that suitable subjects for discussion at the Hospital-Association Committee will include aggressive patient incidents.

The Employer shall notify the Union, where possible, within three (3) days of any employee who have been assaulted while performing his/her work. The assaulted employee may choose to have his/her name remain confidential. Such information shall be provided to the Union, in writing, as soon as possible. Updated statistics on numbers of staff assaulted while performing work will be brought to each meeting of the Joint Health and Safety Committee.

7. When an employee, as a result of a workplace incident, suffers damage to her or his personal belongings (clothing, watch, glasses, contact lenses or other prosthesis, etc.), the Employer shall provide for replacement or repair at no cost to the employee. The employee will endeavour to present her or his claim to the Employer within seven (7) days after the event, unless it was impossible for her or him to do so during this period.

Dated at _____, Ontario, this ____ of _____, 2008.

FOR THE EMPLOYER

Demetrius Kalantzis

Doreen Carm-Turci

W Ois

Valene Pimentel

FOR THE UNION

John L. L. L.
Labour Relations Officer

David Kull

Reho

Kim Fusk

Mylo Channoy

LETTER OF UNDERSTANDING

Between:

WILLIAM OSLER HEALTH CENTRE

And:

ONTARIO NURSES' ASSOCIATION

Re: Union Office Space

The Employer agrees to undertake reasonable steps during the term of the Collective Agreement to locate office space suitable for use by the Union executive.

Dated at Brampton, Ontario, this 15th of January, 2009 *sm*

FOR THE EMPLOYER

FOR THE UNION

Demetrius Kalantzas

J. McLevin (LRO)
Labour Relations Officer

Doreen Carr-Tucci

Andrea Kugel

W.O. Ois

R. J. [Signature]

Valerie Pimentel

Ken Husk

Mrs. Chambers

LETTER OF UNDERSTANDING

Between:

WILLIAM OSLER HEALTH CENTRE

And:

ONTARIO NURSES' ASSOCIATION

Re: Retiring Employees – Benefits

The parties will establish, by mutual agreement, a mechanism for the payment of premiums by retiring employees wishing to continue participation in benefit plans, in accordance with Article 17.01 (h) of the Central Agreement.

Dated at Brampton, Ontario, this 15th of January, 2009.

FOR THE EMPLOYER

Demetrios Kalantzis
Doreen Cairn-Turris
COOs
Valerie Fumante

FOR THE UNION

J. McNamee (red)
Labour Relations Officer
Sandra Kuffler
R.D.
Ken Lusk
Myshchanyuk

LETTER OF UNDERSTANDING

Between:

WILLIAM OSLER HEALTH CENTRE

And:

ONTARIO NURSES' ASSOCIATION

Re: Uniforms

The parties agree to defer to the Hospital Association Committee, or sub-committee thereof, an investigation into the provision of uniforms across the two (2) campuses of the corporation with a view to achieving a greater standardization of practice and an increased harmonization of uniform policies.

Dated at Brampton, Ontario, this 15th of January, 2009⁸²

FOR THE EMPLOYER

FOR THE UNION

Demetrios Kalantzis

J. L. ... (LRO)
Labour Relations Officer

Doreen Ann-Turner

Andrea Kiefer

W. Os

R. ...

Valerie Pomenkel

Ken Lusk

My Schaeffer

LETTER OF UNDERSTANDING

Between:

WILLIAM OSLER HEALTH CENTRE

And:

ONTARIO NURSES' ASSOCIATION

Re: Professional Development

The parties agree to recognize their joint responsibility and commitment to promote professional development in accordance with Article 9 of the collective agreement.

Prior to registering for any professional development activity, the nurse shall clarify with his/her manager expenses, if any, that will be paid by the Employer.

Dated at Brampton, Ontario, this 15th of January, 2009.

FOR THE EMPLOYER

FOR THE UNION

Demetrios Kalantzis

J. McLevin (U20)
Labour Relations Officer

Doreen Carr-Turner

Andrea Kiff

W O's

Boho

Valerie Pimentel

Don Turk

Mpschauer

LETTER OF UNDERSTANDING

Between:

WILLIAM OSLER HEALTH CENTRE

And:

ONTARIO NURSES' ASSOCIATION

Re: Time Off for Bargaining Unit President or Designate

The Bargaining Unit President or designate will be granted six (6) days off per month in order to attend the Hospital related union activities. The cost will be a 50/50 split between the Hospital and the Union. In order to facilitate this arrangement, the Union will create and provide to the human resources-labour relations department, a timesheet outlining all hours designated as union leave of absence. The Hospital will invoice the Union

Dated at Brampton, Ontario, this 15th of January, 2008.

FOR THE EMPLOYER

Demetrios Kalantzis

Doran Ann-Turner

W Ois

Valerie Pimentel

FOR THE UNION

Jr Linn (CRO)
Labour Relations Officer

Sandra Koff

R Oho

Ken Lusk

Mrs Schramm

LETTER OF UNDERSTANDING

Between:

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

And:

**WILLIAM OSLER HEALTH CENTRE
(hereinafter referred to as the "Hospital")**

Re: 2D 2N or 2D 2E Shift Schedules

1. When the Hospital and the Union agree, the 2D 2N or 2D 2E extended shift schedule may be instituted when eighty percent (80%) of the employees on a particular nursing unit have so indicated by secret ballot. The vote will be conducted jointly by the Hospital and the Union.
2. The 2D 2N or 2D 2E schedule may be discontinued in any unit when:
 - i) eighty percent (80%) of the nurses in a unit so indicate by secret ballot, or
 - ii) the Hospital decides to do so because of:
 - (1) adverse effects on patient care; or
 - (2) inability to provide a workable staffing schedule, or
 - (3) where the Hospital wishes to do so for other reasons which are neither unreasonable or arbitrary, and states its intention to discontinue the extended tours in the schedule;
 - iii) When notice of discontinuance is given by either party in accordance with number (ii) above, then:
 - (1) Upon receipt of such notice, a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation; and
 - (2) Where it is determined that the extended tours will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended.
3. The scheduling provisions contained in Article G are applicable save and except for the following:
 - (a) Employees shall not be required to work more than four (4) consecutive tours. Where schedules do not conform to this, the employee shall be paid a premium pay for the fifth (5) and subsequent day until a day off is scheduled.

- (b) An employee that is required to work on a weekend that they were prescheduled off shall be paid time and one half (1½) for all hours worked on that weekend, save and except where:
 - i) Such weekend has been worked by the employee to satisfy specific days off required by such employee; or
 - ii) Such weekend is worked as the result of an exchange of tours with another employee.
 - (c) All schedules will be done on the basis that each full-time employee will be scheduled for 1950 hours per year.
4. At any formalized scheduled meeting with the Employer to discuss the 2D 2N or 2D 2E schedule, a member of the Local executive will be in attendance.

Dated at Brampton, Ontario, this 15th of January, 2009.

FOR THE EMPLOYER

Demetrios Kalantzis
Dan-Tucci
W O'is
Valerie Pimentel

FOR THE UNION

M. L. Williams
 Labour Relations Officer
Andrea Kiefer
R. Ho
Ken Lusk
Mrs Schramm

LETTER OF UNDERSTANDING

Between:

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

And:

**WILLIAM OSLER HEALTH CENTRE
(hereinafter referred to as the "Hospital")**

Re: Article 13.04 – Unit Weekend Worker Schedule

Pursuant to Article 13.04 of the Collective Agreement, the parties agree that the Unit Weekend Worker Schedule will be implemented as follows:

Introduction and Discontinuation of Unit Weekend Worker Schedule

1. A Unit Weekend Schedule will be considered as follows:
 - (a) The Unit Manager will notify the unit staff of his/her desire to create a Unit Weekend Schedule; or
 - (b) A Registered Nurse submits a request, in writing, to her or his Unit Manager.
2. The Hospital shall develop a schedule that accommodates the Unit Weekend Worker schedule and further agrees to provide this schedule to the Scheduling Committee for approval prior to conducting the initial vote above. If the parties reach agreement, and the Unit Master Schedule would not be affected, then the weekend schedule will be implemented.
3. If the Unit Master Schedule would be affected by the introduction of the weekend schedule, then the Registered Nurses on the Unit will vote by secret ballot. The vote will be conducted by the Union. If eight percent (80%) of the voting nurses indicate their willingness to have the Unit Master Schedule adjusted to accommodate the weekend worker, then the Unit weekend schedule will be implemented.
4. A vacant weekend worker position posted to accommodate the Unit Weekend Worker Schedule will be posted in accordance with Article 10 of the Collective Agreement.
5. Employees in the Unit Weekend Worker positions may discontinue the weekend schedules with sixty (60) days notice to the Hospital. Such position will then be posted in accordance with #4 above. If there is no applicant the weekend schedule will be discontinued and the Unit will return to the method of scheduling in place prior to the introduction of the weekend worker.
6. Either party may discontinue the Unit Weekend Worker Schedule provided the employees affected are given at least sixty (60) days notice of the discontinuation. Upon

receipt of such notice, a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. Such discontinuation shall not be unreasonable or arbitrary.

- 7. If the Unit Weekend Worker schedule is to be discontinued, it is agreed that the unit affected will return to the scheduling method in place prior to the introduction of the weekend worker.
- 8. Should the Unit Weekend Schedule be discontinued, the employees in these positions will revert to their previous employment status.
- 9. Averaging of Hours

The Unit Weekend Worker Schedule shall provide a full-time employee with a weekly average of thirty (30) hours but must include two (2) 11.25 hour tours scheduled on each weekend. The remaining 7.5 hour shift shall be scheduled on a day to be mutually determined by the nurse and the manager.

Dated at Brampton, Ontario this 15th day of January, 2009.

FOR THE EMPLOYER

Demetrios Kalantzis
Doreen Cum-Tucci
WOs
Valerie Pimentel

FOR THE UNION

[Signature]
 Labour Relations Officer
[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING

Between:

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

And:

**WILLIAM OSLER HEALTH CENTRE
(hereinafter referred to as the "Hospital")**

Re: Self-Scheduling Guidelines

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

1. 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.
2. The test period shall be for six (6) months, after which the full-time and part-time nurses will again indicate by an eighty percent (80%) vote by secret ballot their desire to continue or discontinue self-scheduling.
3. If eighty percent (80%) of the nursing staff indicates a willingness to participate in self-scheduling, all nurses on that unit will be expected to participate in the test for the 6-month period.
4. Nurses participating in self-scheduling shall be responsible for scheduling their hours including paid holidays and lieu days.
5. The prepared schedules shall be submitted to the manager for review and approval to ensure that appropriate nursing coverage is maintained. The approval of the prepared schedule shall not be unreasonably withheld.
6. 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. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.
7. Self-scheduling, including scheduling regulations, shall comply with all the provisions of the full-time and part-time Collective Agreement.
8. 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 and mutually agree upon the terms of the continuation.

Dated at Brampton Ontario this 15th day of January, 2008

FOR THE EMPLOYER

Demetrios Kalantzas

Doreen Lam-Tsui

CO's

Valerie Pomeney

FOR THE UNION

Jim Lewis (LRO)
Labour Relations Officer

Sandra Fidler

R. Cho

Ken Hask

Nephtchamuel