

## **COLLECTIVE AGREEMENT**

Between:

**ALEXANDRA MARINE AND GENERAL HOSPITAL**  
(hereinafter referred to as "the Employer")

And:

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

**Expiry Date: March 31, 2020**

**TABLE OF CONTENTS**

	<b><u>Page</u></b>
APPENDIX 3 - SALARY SCHEDULES .....	1
APPENDIX 4 - SUPERIOR CONDITIONS .....	3
APPENDIX 5 - LOCAL ISSUES .....	4
ARTICLE A - RECOGNITION .....	4
ARTICLE B - MANAGEMENT RIGHTS .....	4
ARTICLE C - COMMITTEES AND REPRESENTATIVES .....	4
ARTICLE D - UNION INTERVIEW .....	6
ARTICLE E - SCHEDULING .....	6
ARTICLE F - EXTENDED TOURS .....	14
ARTICLE I - SENIORITY LISTS .....	17
ARTICLE J - VACATIONS .....	17
ARTICLE K- HOLIDAYS .....	19
ARTICLE L - LEAVES OF ABSENCE .....	20
ARTICLE M - BULLETIN BOARDS .....	20
ARTICLE N - PREPAID LEAVE PLAN .....	20
ARTICLE O- MODIFIED WORK/BACK TO WORK PROGRAMME .....	20
ARTICLE P - MISCELLANEOUS .....	21
ARTICLE Q - JOB SHARING .....	22
ARTICLE R – VOTING PROCEDURE – EXTENDED TOURS, SELF-SCHEDULING, OR INNOVATIVE SHEDULES .....	24
ARTICLE S – VIOLENCE IN THE WORKPLACE.....	25

**APPENDIX 3****SALARY SCHEDULES**

Registered staff nurses and graduate nurses shall be compensated for their services in accordance with the following salary grid:

**Registered Nurse**

	<b>1-Apr-18</b>	<b>1-Apr-19</b>
Start	32.66	33.23
1 Year	32.81	33.38
2 Years	33.36	33.94
3 Years	35.00	35.61
4 Years	36.66	37.30
5 Years	38.72	39.40
6 Years	40.80	41.51
7 Years	42.89	43.64
8 Years	45.94	46.74
25 Years	46.76	47.58

**Clinical Unit Leaders**

	<b>1-Apr-18</b>	<b>1-Apr-19</b>
Start	34.78	35.39
1 Year	34.85	35.46
2 Years	35.32	35.94
3 Years	36.97	37.62
4 Years	38.63	39.31
5 Years	40.72	41.43
6 Years	42.75	43.50
7 Years	44.87	45.66
8 Years	47.91	48.75
25 Years	48.74	49.59

**Nurse Practitioner**

	<b>1-Apr-18</b>	<b>1-Apr-19</b>
Start	49.15	50.01
1 Year	49.38	50.24
2 Years	49.68	50.55
3 Years	50.52	51.40
4 Years	51.37	52.27
5 Years	52.42	53.34
6 Years	53.50	54.44
7 Years	54.58	55.54
8 Years	56.14	57.12
25 Years	56.56	57.55

## **PART-TIME**

Part-time registered nurses and part-time graduate nurses shall be compensated for their services in accordance with the above salary grids.

The hourly salary rates inclusive of the percentage in lieu of fringe benefits shall be calculated in accordance with the following formula: applicable straight time hourly rate + 13%.

In addition to the above hourly rate, a regular part-time and a casual part-time nurse shall receive in lieu of all fringe benefits (being those benefits to a nurse paid in whole or in part by the Hospital as part of direct compensation or otherwise save and except salary, vacation pay, tour differential, standby pay, call back guarantee, responsibility allowance, bereavement pay, educational allowance, court attendance and reporting pay) an amount added to her hourly rate in lieu of fringe benefits an amount equal to thirteen percent (13%) of the hourly rate. For part-time nurses who are members of the Pension Plan, the percentage in lieu of fringe benefits is nine percent (9%).

**APPENDIX 4**

**SUPERIOR CONDITIONS**

Central  
Agreement  
Reference

5.05 The Hospital shall provide the Bargaining Unit President with a list of newly hired nurses, nurses on unpaid leaves of absence, and terminations: this list will contain information as to the classification, address, Social Insurance Number, date of employment and salary rate. In providing such lists, the Employer will include deletions (including terminations) and additions from the previous month.

14.01 If an employee is required to work overtime or previously unscheduled work on any one of the paid holidays, she shall be paid at the rate of double time and one-half (2 1/2) her regular rate of pay for all time so worked, with a minimum guarantee of four (4) hours at her regular straight time hourly rate.

15.01 (Part-time only)

A part-time or casual nurse who works on one of the holidays outlined in Article K-1, shall be paid at one and one-half (1 1/2) times her regular rate for each hour worked on the holiday. Where, in addition, she is required to work additional hours following her full tour on that day (but not including hours on a subsequent regularly scheduled shift for such nurse), she shall receive two (2) times her regular straight time hourly rate for such additional hours worked.

19.09 (Full time only)

Education Bonuses - The Hospital will pay educational bonuses if utilized by the nurse in the Hospital as follows:

- (a) Special Clinical Preparation of three months or more. Nursing Unit Administration Course and any other course approved by the Hospital - \$15.00 per month.
- (b) One year University certificate or Diploma in Nursing -\$30.00 per month.
- (c) Bachelor of Science Nursing - \$40.00 per month.

It is agreed by the parties hereto that before a nurse shall be entitled to an educational bonus she must make known at the time of hiring any additional preparation she has beyond the basic preparation for registration. This exception is not applicable to nurses who, during their employment with the Hospital, have obtained additional preparation that qualified her for an educational bonus.

**APPENDIX 5**

**LOCAL ISSUES**

**ARTICLE A - RECOGNITION**

- A-1 This Agreement shall apply to all Registered Nurses and Registered Nurses with a Temporary Registration employed in a nursing capacity by the Alexandra Marine and General Hospital at Goderich, save and except Clinical Managers (formerly Head Nurses).
- A-2 The Employer recognizes the Union as the exclusive bargaining agent for all employees for whom the Union has been certified or voluntarily recognized as bargaining agent.

**ARTICLE B - MANAGEMENT RIGHTS**

- B-1 The Union acknowledges that it is the exclusive function of the Hospital to manage and direct its operations and affairs in all respects and, without limiting or restricting that function:
- (a) maintain order, discipline and efficiency, and to make, alter and enforce reasonable rules and regulations to be observed by the nurses, provided the same are not inconsistent with the provisions of this Agreement;
  - (b) to hire, retire, classify, direct, promote, demote, transfer, discipline, suspend and discharge nurses, and to assign nurses to shifts and to increase and decrease working forces, provided that a claim of discipline or suspension, or a claim by a nurse that she has been discharged without reasonable cause, may become the subject of a grievance and be dealt with as hereinafter provided;
  - (c) to determine the number and location of the Hospital establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of machines, tools, instruments and equipment to be used; to select, control and direct the use of all materials required in the operation of the 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 interests of safety and well-being of the Hospital patients and the public.
- B-2 These rights shall not be exercised in a manner inconsistent with this Agreement.

**ARTICLE C - COMMITTEES AND REPRESENTATIVES**

- C-1 The Local Committees as referred to in Article 6 of the Central Agreement, shall be limited to the following number of representatives:
- (a) six (6) nurses as Nurse Representatives, selected from six (6) different areas of the Hospital as listed below:

1. Medicine and Intensive Care Unit
2. Surgery and Obstetrics
3. Dialysis
4. Operating Room
5. Emergency Room
6. Department of Psychiatry

- (b) A Negotiating Committee of two (2) full-time nurses and two (2) part-time nurses.
- (c) A Grievance Committee of three (3) nurses.
- (d) Hospital-Association Committee of up to six (6) nurse representatives from the six (6) areas as listed in a) above.
- (e) Two (2) nurse representatives on the Joint Occupational Health and Safety Committee. When a regular member of the Committee is not available, she may be replaced by an alternate, appointed by the Union.

C-2 The Employer and the Union agree that the Hospital/Association Committee is the Committee to address the planning of professional development initiatives for nurses. This Committee shall satisfy all requirements as set out in Article 9 of the Collective Agreement.

C-3 Scheduling will be a standing item on the Hospital Association agenda for discussion related to any changes or challenges. The Hospital Association meeting may be extended to accommodate discussion on scheduling and additional staff from the unit will be invited at the request of either party.

C-4 The Employer will endeavour to hold Hospital/Association Committee meetings requiring the attendance of the Bargaining Unit President during the Bargaining Unit President's scheduled day shift. When this is not possible, the Employer will pay the Bargaining Unit President or designate at her/his regular straight hourly rate for all time spent attending Employer/Union meetings with the Employer outside her/his regularly scheduled hours. When required to attend meetings during her scheduled shift, the Employer will adequately replace the Bargaining Unit President on her unit.

The Bargaining Unit President, or designate, will identify to the Employer at each HAC Meeting those committee members who require payment under Article 6.03 (e) of the central Collective Agreement.

C-5 The Employer will pay the Bargaining Unit President or designate at her regular straight time hourly rate for all time spent attending meetings with the Employer outside her regularly scheduled hours.

In addition, the Employer will pay the Bargaining Unit President up to 11.25 hours per month at her straight time hourly rate for time spent dealing with issues involving the Collective Agreement. It is agreed that seven and one-half (7 ½) hours will be spent on site and will be made available to the Hospital for labour relations purposes. Human Resources and/or Clinical Leadership agrees to advise as much in advance as possible of dates that they will not be on site and

available.

#### **ARTICLE D - UNION INTERVIEW**

- D-1 The interview period as provided for in Article 5.06 will be scheduled during the nurse's orientation period. The Bargaining Unit President and Vice-President will be given notice of any new hires and their orientation dates in a timely manner so she may arrange for an interview during the nurse's orientation. The Bargaining Unit President will confirm to Human Resources that the interview has taken place.

#### **ARTICLE E - SCHEDULING**

- E-1 There will be no less than a period of two (2) consecutive shifts between tours worked by a nurse without the consent of such nurse.
- E-2 (a) The day shift shall be the first shift of the day.
- (b) A weekend shall be defined as fifty-six (56) consecutive hours off between 1515 hours on Friday and 0715 hours on Monday. If working the night shift, a weekend shall be from 0715 hours on Friday to 2315 hours on Sunday. Where a full-time or regular part-time nurse is scheduled or called in to work any hours during the fifty-six (56) hours stated above, such full-time or regular part-time nurse will be considered as having worked the weekend.
- E-3 Notifications for exchanges in posted time schedules must be submitted in writing or by email, to the appropriate Clinical Manager designate. It is understood that such exchange in tour initiated by the nurse shall not result in overtime payment. It is understood that such exchange in tour initiated by the nurse is done so with a nurse of equal skills and ability.
- E-4 (Applies to nurses working both the Regular and Extended Tour)
- a) Each nurse will be scheduled off work for not less than five (5) consecutive days at either Christmas or New Year's season unless the Nurse agrees otherwise, in writing, prior to the schedule being posted. Such nurse will confirm the specific days off work that she is requesting if less than five (5) consecutive days. When the five (5) day period occurs at the Christmas season, it shall include the period from 0715 hours December 24 to 0715 hours December 27. When the five (5) day period occurs at the New Year's season, it shall include the period from 0715 hours December 31 to 0715 hours January 2. Nurses who normally work Monday to Friday shifts, are entitled to four (4) days off over either Christmas or New Years.
- b) By the first Wednesday following Labour Day each year, the Employer shall post a Christmas and New Year's preference sheet and each nurse on the unit shall indicate her preference on holiday time to be scheduled off. The preference sheet shall be removed on September 15<sup>th</sup> or the Monday immediately following September 15<sup>th</sup>. Approval will be provided no later than October 1<sup>st</sup>. Time off at Christmas and New Year's shall be granted in accordance with the nurse's preference, however, where that is not possible, preference will be given to the nurse who worked the holiday in

the preceding year. If a conflict between two or more nurses occurs in time off at either Christmas or New Year's, the resolution shall be decided by the Employer based on seniority

- c) The normal scheduling provisions shall be waived between December 15<sup>th</sup> and January 10<sup>th</sup> only so that all nurses will be scheduled off work for a minimum of five (5) consecutive days at either Christmas or New Year's unless the nurse requests other scheduling arrangements which have been approved by the Employer, and except in areas which are not normally required to work on weekends or paid holidays.

- E-5 (a) Standard Day - for overtime purposes and for application under 14.10 of the Central Collective Agreement the standard day for all nurses covered by the Agreement shall be defined as a twenty-four (24) hour period beginning at:

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

Unless the Employer and the Union agree to alter regular tours to meet the needs of a specific unit.

- (b) For purposes of application of Article 14.15, the hours of the weekend definition shall be from 23:15 hours Friday to 23:15 hours Sunday.

E-6 Self-Scheduling

Self scheduling will occur when schedules are totally created by the staff nurse and agreed to by the Employer. Full time and part-time classifications may choose to vote separately.

- (a) Self scheduling shall be introduced into any unit when:
- i) eighty percent (80%) of the nurses in the unit so indicate by secret ballot; and
  - ii) the Employer agrees to implement self scheduling. Such agreement shall not be withheld in an unreasonably arbitrary manner.
- (b) Self scheduling will be discontinued when:
- i) fifty-one percent (51%) of the nurses in the unit indicate by secret ballot.
- (c) When notice of discontinuation is given by either party, then:
- i) the parties shall meet within two (2) weeks of giving notice to review the reasons for discontinuation with a view to resolving any problems.

- ii) where it is determined that the self scheduling will be discontinued, affected nurses shall be given a minimum of sixty (60) days' notice before the schedules are amended.
- (d) Schedules established through self scheduling shall not violate the scheduling provisions set out in the Collective Agreement.

The final schedule will be approved by the unit Manager prior to being posted. Any changes to the proposed schedule will be made in consultation with the affected nurses.

E-7 The Employer agrees that it will not require a nurse to work a schedule of more than seven (7) consecutive calendar days without her consent. Premium pay will be paid for all hours worked on an eighth (8<sup>th</sup>) consecutive and all subsequent consecutive tours

E-8 Nurses will not be pre-scheduled to change tours more than once per week, without her agreement.

E-9 Where the parties agree that an error has been made under Article E-25 for the distribution of shifts for part-time nurses, or where an error is made for the call-in process for the allocation of additional tours to part-time and/or full-time nurses, the parties agree the error will be remedied as follows:

- (a) The affected Nurse will be offered a shift as make up to be worked at a time mutually agreed to by the Nurse and her Manager within the current or next pay period.
- (b) The extra shift will be paid at the rate of pay which the Nurse would have received had the offer been made according to the Collective Agreement.
- (c) The Nurse working the make up shift will not be counted in the minimum staffing for the unit and will work as an extra staff member for the scheduled shift.
- (d) The Nurse working as an extra will not be assigned as a replacement if an absence subsequently arises on that shift which requires a call-in replacement of a regular part-time Nurse, unless the procedure in Article 25 has been exhausted.
- (e) It is understood that the Employer will not be required to offer premium paid shifts referred to in this procedure in order meet the requirements of this provision.

E-10 It is agreed that a nurse's availability for additional tours and/or overtime does not waive the nurse's right to premium payment provided for under this agreement.

E-11 Reassignment

The parties recognize that from time to time, it is necessary to reassign a nurse from one area to another to cover an unscheduled partial or single shift vacancy which occurred for example as a result of a sick call or increased workload. Reassignment from another unit may occur in accordance with the following, provided the sending unit is in a registered nurse surplus situation. Patient

assignment for nurses who are reassigned will be based on their knowledge and abilities. Should the reassignment not be possible, nurses from the home unit will be called and offered the shift in accordance with the Procedure for Offering Additional Shifts.

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

- (a) Nurses working on the sending area on the shift will be asked for a volunteer to be reassigned and the most senior volunteer will be reassigned.
- (b) Where there are no volunteers, the least senior casual nurse working on the sending area on the shift will be reassigned.
- (c) Where there are no casual nurses, the least senior regular part-time nurse working on the sending area on the shift will be reassigned.
- (d) Where there are no regular part-time nurses, the least senior full-time nurse working on the sending area on the shift will be reassigned.

The above procedure is subject to ensuring that the nurses remaining on the area have the knowledge and abilities to perform the available work. The Employer will, in consultation with the nurse, make the determination of whether or not the nurse to be reassigned has the knowledge and abilities for the duties assigned. If the least senior nurse has been reassigned in the preceding six (6) weeks, the next least senior nurse will be reassigned.

For clarity, nursing areas are required to keep a log of the reassignment activity for this purpose.

Full Time Scheduling

E-12 (Full time only)

When changing to another shift following any period of two (2) or more consecutive night shifts, at least forty-eight (48) hours off are to be scheduled. Where the nurse does not receive at least forty-eight (48) hours off, premium pay will be paid for all hours worked on the nurse's next scheduled shift.

E-13 Tour schedules and days off will be posted six (6) weeks in advance and cover a six (6) week period. Requests for specific days off are to be submitted in writing to the Manager at least two (2) weeks in advance of posting, with a written reply given to the nurse within a week of the submission, or sooner, if possible.

E-14 (Full time only)

In any two (2) week period at least two (2) consecutive days off will be scheduled. The remaining two (2) days off may be split by mutual consent.

E-15 (Full time only)

The Employer shall ensure each nurse every other weekend off. Should a nurse work three (3) or more weekends in succession, she shall be paid premium pay as set out in Article 14.03 for all hours worked on the third (3rd) and subsequent consecutive weekend until a weekend off is scheduled. This shall apply save and except where:

- i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
- ii) such nurse has requested weekend work; or
- iii) such weekend is worked as a result of exchanging shifts with another nurse.

The Employer shall not cancel the pre-booked weekend tours on a third (3<sup>rd</sup>) or subsequent weekend that becomes a premium pay weekend as a result of coming in on a previously scheduled weekend off. This does not preclude the Employer from cancelling tours according to seniority resulting from a decrease in the staffing requirements.

E-16 (Full time only)

A nurse who rotates shall not be scheduled to work more than two (2) consecutive weeks on evenings or night shifts at one time. Nurses presently employed on permanent evenings or night shifts shall not be required to rotate.

E-17 (Full time only)

The Employer will endeavour, in the case of nurses required to rotate, to schedule as far as reasonably possible, so that fifty percent (50%) of the working time is on day shift, over three (3) nursing schedules.

E-18 (Full time only)

Registered nurses may submit a request to work either evenings or nights.

Approval for such will be at the discretion of the Employer, based solely on staffing needs.

Each agreement will be for a period of one (1) year, with renewals to be considered at the end of the term.

E-19 Nurses accumulating approved overtime/premium pay under Article 14.09 of the Central Collective Agreement and who elect to take time off in lieu, must take the time off at a time mutually agreed to between the nurse and the Employer.

It is agreed that the hours accumulated shall not exceed seventy-five (75) hours when combined with Statutory Holidays banked under Article K.

Part-time Scheduling

E-20 (Part-time only)

(a) Regular Part-time Commitment

The regular part-time commitment referred to in Article 2.05 shall be as follows:

- i) Available for up to thirty (30) prescheduled hours per bi-weekly pay period for regular tours. Available for up to thirty-three and three quarter (33.75) prescheduled hours per bi-weekly pay period for extended tours.
- ii) Available for three (3) out of six (6) weekends.
- iii) Available for work the Christmas or New Year's period as referred to in Article E-4.
- iv) Available for work on at least four (4) additional holidays, two of which will be between May 15 and September 15 of each year.
- v) Leaves of absence granted under Article 11 of the Central Hospital collective agreement may result in the regular part-time nurse not being scheduled the minimum part-time commitment as identified above.
- vi) Regular part-time nurses will not be required to work or be scheduled their full commitment in any pay period where a week of vacation is scheduled.

- (b) i) All regular part-time nurses in a unit will be scheduled up to their committed hours by seniority.
- ii) When regular part-time nurses on the unit have been scheduled to work up to their commitment, the Employer will schedule additional tours to regular part-time nurses on the unit on the basis of seniority up to a maximum of sixty-three and three-quarters (63.75) hours.
- iii) Any remaining additional work will be scheduled for regular part-time nurses in order of seniority.
- iv) Any remaining tours after ii) and iii) above will be offered to regular part-time nurses from other units who have made themselves available for additional shifts on this unit, on the basis of seniority.

(c) Regular Part-time

Regular Part-time nurses will declare two (2) weeks in advance of the posting of the schedule in Article E-13 their unavailability for work on specified days.

(d) Casual Part-time

Casual part-time nurses will declare on a bi-weekly basis their unavailability for work on specified days for the next two (2) week period.

E-21

(Part-time only)

The Employer shall ensure that no regular part time nurse shall work more than three (3) weekends out of six (6) weekends on any six (6) week schedule. Should a nurse work three (3) or more weekends in succession, she shall be paid premium pay as set out in Article 14.03 for all hours worked on the third (3rd) and subsequent consecutive weekend until a weekend off is scheduled. This shall apply save and except where:

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

The Employer shall not cancel the pre-booked weekend tours on a third (3<sup>rd</sup>) weekend that becomes a premium pay weekend as a result of coming in on previously scheduled weekend off. This does not preclude the Employer from cancelling tours according to seniority resulting from a decrease in the staffing requirements.

E-22

(Part-time only)

When a nurse is called in, such nurse is to be told on which unit she is to be working.

E-23

(Part-time only)

Any time worked in excess of the scheduled tour, which is less than seven and one-half (7 ½) hours, shall be compensated at premium rates of time and one-half (1 ½) the nurse's regular straight time hourly rate.

E-24

(Part-time only)

When changing to another shift following any period of two (2) or more consecutive night shifts, at least forty-eight (48) hours off are to be scheduled. Where the nurse does not receive at least forty-eight (48) hours off, premium pay will be paid for all hours worked on the nurse's next scheduled shift, unless the nurse agrees in writing to her unit manager, to less than forty-eight (48) hours off. The agreement to have less than the forty-eight (48) hours off may be rescinded by the nurse and will become effective with the next schedule to be posted, provided the notification was rescinded at least two (2) weeks prior to the posting date of the schedule.

Procedure for Offering Additional Shifts

When a shift becomes available after the schedule is posted the shift will be filled according to the following:

- (a) Should work subsequently become available for that shift for which a part-time nurse was cancelled, the part-time nurse who had the tour cancelled will be given the first opportunity to work that call-in shift.
- (b) Regular part-time staff on the home unit who are not in premium position and have not been scheduled up to bi-weekly commitment (30 prescheduled hours or 33.75 prescheduled hours) are called and offered the shift at straight time, in order of seniority. If the shift is not accepted,
- (c) Regular part-time staff on the home unit, then Job Sharers, who are not in premium position and who have indicated availability for additional shifts are called and offered up to 75 hours in the pay period at straight time, in order of seniority. If the shift is not accepted,
- (d) Regular part-time staff from other units who have indicated availability to take additional shifts on the unit, who are capable of performing the required work, and who are not in premium position, are then placed at the end of the casual list on this unit and are called and offered up to 75 hours in the pay period at straight time, in order of seniority. If the shift is not accepted,
- (e) Casual part-time staff on the home unit who are not in premium position are called and offered up to 75 hours in the pay period at straight time, in order of seniority. If the shift is not accepted the shift may then be offered at premium payment rates.
- (f) Regular part-time and casual part-time nurses who accept an offered shift that will put them into a premium payment situation will advise the Employer at the time they receive the call to work.

PREMIUM PAY APPLIES:

- (g) Full-time staff on the home unit who have not indicated an unavailability for this shift or overtime call-ins, are called and offered the shift at premium pay in order of seniority. If the shift is not accepted,
- (h) Regular part-time staff on the home unit, then Job Sharers, are called and offered the shift at premium pay in order of seniority. If the shift is not accepted,
- (i) Full-time staff from other units who have indicated availability to take additional shifts on this unit, who are capable of performing the required work, are called and offered the shift at premium pay in order of seniority. If the shift is not accepted,
- (j) Regular part-time staff from other units who have indicated availability to take additional shifts on this unit, who are capable of performing the

required work, are called and offered the shift at premium pay in order of seniority. If the shift is not accepted,

- (k) Casual part-time staff on the home unit who have not indicated an unavailability for this shift, are called and offered the shift at premium pay in order of seniority. If the shift is not accepted,
- (l) Casual part-time staff from other units who have indicated availability to take additional shifts on the unit, who are capable of performing the required work, are called and offered the shift at premium pay in order of seniority.

NOTE:

A staff member who declines a shift offered that would have been paid at the straight time hourly rate will not be offered the same shift again under the "Premium Pay Applies" provision above.

**ARTICLE F - EXTENDED TOURS**

F -1 The normal schedule for full-time extended tour nurses shall be 1950 hours in a one year period. The hours of work for extended tour nurses shall be averaged over a specific period to meet the needs of the scheduling requirements of each unit. Such averaging shall be agreed upon between the Employer and the Union and is subject to approval by the Director of Employment Standards as required.

Generally extended tours shall be defined as:

0715 – 1915 Days  
1915 – 0715 Nights

unless the Employer and the Union agree to alter extended tours to meet the needs of a specific unit.

- F -2 (a) Nurses working two or more extended night tours in a row will be scheduled off a minimum of forty-eight (48) hours when changing from night tours to the day tours.
- (b) Nurses working extended tours will be scheduled off a minimum of forty-eight (48) hours when changing from the night tours to the day tours.
- (c) Nurses will be scheduled at least two (2) consecutive days off.
- (d) There will be no split shifts.
- (e) Unless otherwise requested by a nurse in writing, there shall be at least twelve (12) consecutive hours off between scheduled tours of duty.
- (f) A nurse will receive premium pay for all hours worked at the Employer's request where she has received less than the minimum number of hours off since her last tour or more than the maximum number of consecutive tours as set out above.

- F -3
- (a) Nurses will be scheduled every other weekend off.
  - (b) A nurse receives premium pay for all hours worked on a second consecutive and subsequent weekend, save and except where:
    - i) Such weekend has been worked by the nurse to satisfy specific days off requested by such nurse;
    - ii) Such nurse has requested weekend work;
    - iii) Such weekend is worked as a result of an exchange of shifts with another nurse.
  - (c) Nurses called in for weekend work will not have their posted schedule altered or cancelled as a result of the call-in.
  - (d) The Employer shall not cancel the prescheduled weekend shifts which become a premium pay weekend as a result of being called in for work on the previous weekends off. This does not preclude the Employer from cancelling tours according to seniority resulting from a decrease in the staffing requirements.
- F -4
- When a nurse is off on the weekend, she will have sixty (60) consecutive hours off between the end of her scheduled Friday shift and the start of her next scheduled shift unless the nurse agrees otherwise. Where a nurse is scheduled to work, called into work or assigned to standby during any of these sixty (60) hours stated above, the nurse shall be considered to have worked the weekend.
- F -5
- The first shift of the day will be the day shift, commencing at 0715 hours. Evening or night shift premiums as per Article 14.10 will be paid to nurses who work the hours between 1515 and 2315, or 2315 and 0715 respectively.
- F -7
- All full-time and part-time nurses shall be required to work extended tours in those areas where the compressed work week is scheduled.

**ARTICLE G – HYBRID SCHEDULE – REGULAR AND EXTENDED TOURS**

- G -1
- The Extended Tour scheduling will apply to all hours scheduled, called-in and worked by the nurses except for the following amended provisions:
- a) A nurse shall not be required to work more than five (5) consecutive combined 7.5 hour and 11.25 hour tours, which will not include more than 4 consecutive extended tours. Premium pay will be paid for all hours worked on the sixth (6<sup>th</sup>) tour and all subsequent consecutive tours until a day off is received.
  - b) When a nurse is off on the weekend, she will have sixty (60) consecutive hours off between the end of her scheduled Friday shift and the start of her next scheduled shift unless the nurse agrees otherwise.

- c) At least two (2) of the pre-scheduled days off in each pay period will be consecutive days.

G -2 Regular part-time and casual part-time nurses will indicate whether they will accept additional shifts of 11.25 hours only, 7.5 hours only, or either shift. Should the nurse wish to amend her selection, she will notify the Scheduler in writing.

**ARTICLE H – EXTENDED TOURS – 2D 2N SCHEDULE**

Hours of work for those working 2D/2N rotations shall be scheduled in accordance with the scheduling provisions for Extended Tours unless specifically modified herein:

H-1 No more than four (4) consecutive extended tours shall be scheduled. The four (4) consecutive tours will consist of two (2) eleven and one-quarter (11.25) hour days immediately followed by two (2) consecutive eleven and one-quarter (11.25) hour nights followed by five (5) consecutive days off. Premium will be paid, as per Article 14.03, for a fifth (5<sup>th</sup>) and subsequent consecutive tours worked save and except where:

- (a) The fifth (5<sup>th</sup>) extended tour is worked to satisfy specific requested days off requested by the nurse; or,
- (b) The fifth (5<sup>th</sup>) extended tour is the result of an exchange with another nurse.

H -2 (a) A nurse working the 2D/2N rotation shall receive at least every fourth (4<sup>th</sup>) weekend off, which shall consist of a minimum of seventy-two (72) hours, which shall commence no later than 1915 Friday.

(b) A nurse shall receive premium pay for all hours worked on a fourth (4<sup>th</sup>) consecutive and subsequent weekend until a weekend off is scheduled, save and except where:

- i) The weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
- ii) The weekend is worked as a result of an exchange of tours with another nurse; or
- iii) The nurse has requested weekend work.

H -3 The 2D/2N schedule will not affect schedules of other nurses on the unit in such a way as to cause a scheduling violation under the provisions of the Collective Agreement.

H -4 (a) If at any time a nurse scheduled to a 2D/2N rotation leaves the unit for a reason such as a permanent transfer, retirement or termination of employment, the resulting permanent vacancy, if required, will be posted in accordance with the Collective Agreement. Prior to the vacancy being posted, in order of seniority, a full-time nurse in the unit who expresses an interest, will be scheduled to the vacant 2D/2N schedule. If the vacancy is not posted, or if there is no successful candidate to fill the posted vacancy, the Employer and the Union will meet to discuss a potential solution.

- (b) If at any time a nurse scheduled to a 2D/2N rotation is unable to continue to be scheduled to a 2D/2N rotation for a reason such as medical, family emergency, or other appropriate reason, the nurse will promptly bring such to the attention of the Manager of the Unit and the Union. The Employer, Union and the nurse will then meet to discuss the nurse's withdrawal from the 2D/2N rotation and a potential solution.

H -6 Full-time Hours

All scheduling will be done on the basis that each full-time nurse will be scheduled for 1950 hours per year. To achieve this, the master schedule will include:

- (a) one (1) additional eleven and one-quarter (11.25) hour tour in every four (4) month period, on a scheduled day off
- (b) with an individual nurse's written consent, twelve (12) seven and one-half (7.5) hour lieu days, on scheduled days off.

H -7 Regular Part-time

Regular part-time nurses working a temporary full-time 2D/2N rotation shall be subject to the full-time scheduling provisions contained herein. It is understood however that for Regular Part-time nurses working the temporary full-time line that there is no requirement to work or be scheduled additional hours as is required in H-6.

**ARTICLE I - SENIORITY LISTS**

- I--1 A copy of the full-time, regular part-time and casual part-time seniority lists will be posted by the first pay after April 1<sup>st</sup> and October 1<sup>st</sup> of each calendar year on the Employer's document management system with email alerts to all members.

**ARTICLE J - VACATIONS**

- J-1 (a) The date for determining vacation entitlement under Article 16.01 shall be April 1<sup>st</sup> of each year.
- (b) For scheduling purposes, the vacation year will be the fiscal year from April 1 to March 31 of the following year.
- (c) The vacation planner will be posted far enough in advance to allow each nurse the ability to submit their requests in order of seniority. The Employer will indicate for which weeks each nurse will have the planner for the purposes of making their request. Each nurse will be permitted one week to complete their requests starting with the most senior nurse. Following their assigned week, requests will not be changed once submitted. Vacation requests will be approved and granted on the basis of seniority.

Nurses who do not complete their request during their allotted time frame will have their request considered after all other nurses have had the opportunity to submit their requests and approval has been posted.

- (d) Vacation request will be submitted on the vacation planner as follows:
- i) For the period of April 1<sup>st</sup> to September 30<sup>th</sup> nurses will submit their requests by December 7<sup>th</sup> of the previous year. Approval for these requests shall be posted not later than January 7<sup>th</sup>. Vacation requests for this period that are submitted after December 7<sup>th</sup> will be considered and granted on a first come, first served basis.
  - ii) For the period of October 1<sup>st</sup> to March 31<sup>st</sup> nurses will submit their requests by May 7<sup>th</sup> of each year. Approval for these requests shall be posted not later than June 7<sup>th</sup>. Vacation requests for this period that are submitted after May 7<sup>th</sup> will be considered and granted on a first come, first served basis
  - iii) Vacation time will not normally be granted between December 15<sup>th</sup> and January 10<sup>th</sup>. Where operational requirements of the Employer will allow, vacation will be considered during this period. Where the Employer has granted a nurse's request for vacation during this period, it is understood that the Employer may not be able to grant the five (5) consecutive days off at Christmas or New Year's to that nurse.
  - iv) Prime time vacation requests will be approved up to a maximum of four (4) weeks. Approval for greater than four (4) weeks vacation during prime time will only be granted once each nurse requesting vacation during prime time is granted one (1) week off. Prime time is defined as the period from June 15<sup>th</sup> to September 15<sup>th</sup> of each year.
- (e) The Employer will endeavour to approve vacation for up to two (2) nurses per unit at any given time.
- (f) A nurse will be permitted to accrue up to the one (1) year's vacation at any given time. In the event that a nurse accrues more than one (1) year's vacation the nurse and the Manager will develop a plan to reduce the accrued vacation to the one (1) year level.
- (g) The Employer shall allow the utilization of single vacation days. Preference for the granting of vacation shall be given to those nurses who request a block of time in accordance with J-1 (c).
- (h) A nurse's master schedule will not be changed prior to her vacation or day(s) off immediately preceding her vacation without her agreement.

A full-time nurse, who is not normally scheduled for either an evening or a night shift, will not be scheduled for an evening or night shift prior to her vacation or day(s) off immediately preceding her vacation without her agreement.

- (i) A week of vacation is defined as seven (7) consecutive days off consisting of vacation time and days off.
- (j) Where possible, the Employer shall schedule a nurse off on the weekends prior to and following vacation.

- J -2 Prior to leaving on vacation, nurses shall request the date and time on which to report for work following vacation if the schedule has not been posted for such date.
- J -3 Vacation quotas will be updated each fiscal year and posted with the vacation planners. Vacation quotas will not be unduly restrictive.
- J -4 The Employer will provide updated vacation entitlement on each pay cheque.

**ARTICLE K- HOLIDAYS**

K-1 The days designated under Article 15.01 are:

- |                             |                               |
|-----------------------------|-------------------------------|
| New Year's Day - January 1  | Family Day                    |
| Good Friday                 | Victoria Day                  |
| Easter Monday               | Canada Day - July 1           |
| Civic Holiday               | Labour Day                    |
| Thanksgiving Day            | Remembrance Day - November 11 |
| Christmas Day - December 25 | Boxing Day - December 26      |

K -2 (Full time only)

The Employer will endeavour to schedule off the Paid Holiday which falls on a Monday or a Friday to those nurses who are scheduled off on that particular weekend, if the nurse so requests.

K -3 (Full time only)

Lieu days off shall be scheduled where possible with normal days off or at some other time by mutual agreement of the full time nurse and the Employer. If no agreement is reached, the full time nurse will be paid for such holiday.

K -4 (Part-time only)

When a nurse is scheduled to work the weekend preceding a paid Monday holiday or following a paid Friday holiday, the Employer will endeavour to schedule her to work such holiday if work is available.

- (a) For 7.5 hour tours, where a regular shift commences the night prior to a designated holiday and continues into the holiday, or where a regular shift commences on a designated holiday and continues into the next day, the nurse shall be paid for work performed as follows:

- i) Where the majority of hours worked falls within the holiday, all hours worked in the shift shall be for payment purposes, considered to be the holiday;
  - ii) Where the majority of hours worked falls outside the holiday, all hours worked in the shift shall be paid for at straight time rates.
- (b) For 11.25 hour tours, a nurse will be paid time and a half (1 ½) for the hours actually worked during the twenty-four (24) hours of the designated holiday, e.g. January 1<sup>st</sup> 0001- 2400. This may result in premium payment for part of a shift and regular straight time hourly rate for part of a shift.

#### **ARTICLE L - LEAVES OF ABSENCE**

- L-1 Requests for leave of absence to attend to Union business are to be made in writing and submitted to the Manager or Vice President when possible at least two (2) weeks in advance. This permission shall not be unreasonably withheld.
- L -2 The Employer agrees to grant leaves of absence without pay, to nurses elected to the position of Local Coordinator. Subject to reasonable notice, it is understood and agreed that a Local Coordinator shall be granted such leave(s) as she may require fulfilling the duties of the position.

#### **ARTICLE M - BULLETIN BOARDS**

- M-1 The Employer shall provide bulletin boards for the use of the Union, which bulletin boards shall be designated as "Union Bulletin Boards". The Union may post notice of meetings on the Employer bulletin boards on each unit. There shall be one (1) bulletin board for each locker room.

#### **ARTICLE N - PREPAID LEAVE PLAN**

- N-1 In conjunction with Article 11.11 of the central Collective Agreement, one (1) full-time nurse and one (1) part-time nurse from each unit will be eligible to commence participation in the prepaid leave plan in any given year.

#### **ARTICLE O- MODIFIED WORK/BACK TO WORK PROGRAMME**

- O-1 (a) The Employer will notify the Bargaining Unit President and the Labour Relations Officer of the names of all nurses who go off work due to a work related injury or when a nurse goes on LTD.
- The information provided will include:
- i) date and type of injury (only with the express written consent of the nurse)
  - ii) current listing of ONA members on a rehabilitative return to work program

- iii) current listing of all ONA members off for thirty (30) days or longer due to illness
- (b) When it has been medically determined that a nurse is unable to return to the full duties of her position due to a disability, the Employer will notify and meet with a Labour Relations Officer of the Ontario Nurses' Association, if available, a member of the Local Executive, and the nurse to discuss the circumstances surrounding the nurse's return to suitable work.
- (c) With the nurse's written consent, the Employer agrees to provide the Union with a copy of the Workplace Safety and Insurance Board Form 7 at the same time as it is sent to the Board and the nurse.

O -2 The Employer and the Union recognize the purpose of modified work/return to work programs is to provide fair and consistent practices for accommodating nurses who have been ill, injured or permanently disabled, to enable their early and safe return to work.

The parties undertake to provide safe and meaningful and physically and psychologically safe employment, for both permanently or temporarily disabled nurses, as defined by current legislation and the Employer's policies.

#### **ARTICLE P - MISCELLANEOUS**

P-1 Nurses who are currently provided with scrub uniforms shall continue the practice during the life of this Agreement. (Operating Room, Delivery Room and Emergency Department).

P -2 The parties agree that full time nurses may be considered for temporary full time vacancies on the same basis as regular part time nurses as per Article 10.07 (d) of the Central Agreement.

P -3 **Notification to Unsuccessful Job Applicants**

The parties agree that any unsuccessful candidate for an ONA job position will be notified, in writing, and/or by personal e-mail if available, as soon as possible once the decision has been made and prior to the posting of the name of the successful candidate.

P -4 **Voluntary Regular Part time Benefits – Process for Payment**

The Employer agrees to provide regular part-time nurses with the option of voluntary participation in any and all of the group health and welfare benefit programs set out in Article 17. It is understood and agreed that the regular part-time nurses who participate will assume the employer and nurse monthly costs of premiums.

Participation shall be open to any regular part-time nurse who has worked an average of two (2) shifts bi-weekly in the six (6) months prior to submitting the request.

Any regular part-time nurse who wishes to participate will provide payment of the benefits either through post-dated cheques provided on a yearly basis or through a preauthorised withdrawal process, or payroll deduction.

The Employer will notify the Union of the benefit costs to regular part-time nurses within one (1) week of the date the Employer is notified.

P -5 Retiree Benefits – Process for Payment

Any bargaining unit nurse who retires and wishes to participate in the benefit plans as outlined in Article 17.01 (h) will provide advance payment of the benefits either through post-dated cheques provided on a yearly basis or through a preauthorised withdrawal process. The benefits provided will be on the same basis as those benefits provided to active nurses.

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

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

P -6 Recognizing the danger of needlestick/sharps injuries, the Employer has implemented the use of policies, equipment and products that help to reduce and/to eliminate these dangers, and will continue to do so.

P -7 The Employer will provide yearly BCLS courses. The Employer will also maintain yearly certification and recertification programs in those areas requiring them.

P -8 Where nurse qualifies for a meal allowance under Article 14.14, she will pick up the meal allowance from the business office.

P -9 A nurse who is underpaid the equivalent of one (1) day's pay or more, as a result of a payroll error, upon request, will have a separate cheque issued to her or him as soon as possible but no later than two (2) working days (payroll working days) following the request.

P -10 The Employer agrees to provide:

- (a) Computer access and access to e-mail for the Bargaining Unit President if requested when available;
- (b) A locked file cabinet for the Bargaining Unit President.

**ARTICLE Q - JOB SHARING**

Q-1 It is understood and agreed that insofar as any provision of this Article is specifically in conflict with any provisions of Appendix 5 of the Collective Agreement, the provisions of this Article shall prevail.

Q -2 Only full-time positions shall be considered for job sharing between two nurses.

- Q -3 The Employer has the right to designate and increase or decrease the full-time positions eligible to be deemed job sharing positions. For discussion purposes only the Employer and the Union agree to discuss the number of positions that will be job shared.
- Q -4 If a full-time nurse wishes to job share her position, and the Employer agrees to designate such position a job sharing position, the full-time nurse will be assigned such job sharing position and the remaining vacant position will be posted and filled in accordance with Article 10.06 of the Central Collective Agreement.
- Q -5 When the Employer designates a vacant full-time position to be considered a job sharing position, such position shall be posted and filled in accordance with Article 10.06 of the Central Collective Agreement.
- Q -6 The nurses sharing a job sharing position shall both be considered as Regular Part-time staff, except for scheduling.
- Q -7 If a nurse assigned a job sharing position successfully applied for a part-time or full-time position, or is terminated in accordance with the existing Part-time Collective Agreement, and the Employer decides to continue such job sharing position, the remaining nurse shall remain assigned to said job sharing position and the vacant job sharing position will be posted in accordance with the posting provisions. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining nurse will have the option of assuming the full-time position or remaining regular part-time. If she does not assume the full-time position the full-time position shall be posted in accordance with the Collective Agreement.
- Q -8 For scheduling purposes only, the Employer will schedule a job sharing position as a full-time position. The schedule of both partners shall be the equivalent of one full-time position. The position in question shall generally be shared on an equal basis between the two partners. Both partners must inform the Clinical Unit Leader who will be working the predetermined schedule according to the posting policies for schedules.
- Q -9 A job sharer's vacant hours of work resulting from vacation, leave of absences or sick leave will be offered by the Employer, to the remaining nurse assigned that job sharing position. If the remaining nurse agrees to work all or part of such hours, there will be no premium payments owed for such hours worked. If the Employer is unable to contact the remaining nurse or such nurse is unable to work the vacant hours, the Employer will schedule such hours in accordance with the part-time scheduling regulations.
- Q -10 A job sharing position will be scheduled by the Employer to work either the Christmas Holiday or the New Year's Holiday. The partners shall alternate working said holidays and inform the Employer of whom is available for the scheduled holiday each year.
- Q -11 The job sharers will be entitled to vacation time as per the part-time section of the Collective Agreement. The job sharers agree to cover up to two weeks of each other's vacation during June 15 to September 15.

- Q -12 Each job sharer may exchange shifts with her partner as well as other nurses as provided by the Collective Agreement, provided the replacement nurse is qualified to do the work.
- Q -13 The Employer or the Union shall have the option of cancelling the agreement with a 60 day notice. A meeting will be held between the parties within fifteen (15) days to review reasons for discontinuation.
- Q -14 With each job sharing position, the Employer will assess the position after three (3) months to see if there are any problems from a patient care, economic or scheduling perspective. If there are no problems, the schedule will continue for an additional three (3) months and this position shall be re-evaluated after six (6) months to determine whether or not the position should continue.
- Q -15 If, after a six (6) month period, the Employer wishes to terminate a job sharing agreement, it may do so upon advance written notification (sixty (60) days) to the nurses and the Union. If this occurs, the position will revert to a full-time position and the former full-time incumbent shall be granted the option of returning to full-time. In the event that she is not interested, then the position shall be posted according to the requirements under the Collective Agreement.
- If, after a six (6) month period, both nurses who take part in the job sharing position wish to terminate the agreement, they may do so upon written notification (sixty (60) days) to the Employer and the Union. When this occurs, the former incumbent will have the option of returning to her full-time position, if she so desires. If she does not desire to do so, then the position shall be posted according to the Collective Agreement.

**ARTICLE R – VOTING PROCEDURE – EXTENDED TOURS, SELF-SCHEDULING, OR INNOVATIVE SCHEDULES**

- R-1 (a) Extended tours or Innovative Schedules shall be introduced into any unit when:
- i) seventy (70) percent of the full-time and regular part-time nurses assigned to the unit so indicate by secret ballot, and
  - ii) the Employer agrees to implement extended tours, such agreement shall not be withheld in an unreasonable or arbitrary manner.
- (b) Extended tours may be discontinued in any unit when:
- i) sixty-five percent (65%) of the full-time and regular part-time nurses assigned to the unit so indicate by secret ballot; or
  - ii) the Employer because of:
    - 1) adverse effects on patient care, or
    - 2) inability to provide a workable staffing schedule, or

- 3) where the Employer wishes to do so for other reasons which are neither unreasonable nor arbitrary,  
  
states its intention to discontinue the extended tours in the schedule.
- (c) When notice of discontinuation is given by either party in accordance with paragraph (b) above, then:
  - i) the parties shall meet within four (4) weeks of the giving of notice to review the request for discontinuation; and
  - ii) 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.
- (d) The Bargaining Unit President will be informed of the results of the secret ballot within seven (7) days.

R -2 Voting Procedure

- (a) A notice will be provided to all eligible voters indicating time and location for the vote to take place.
- (b) A voter's list of all full-time and regular part-time nurses assigned to the unit or floor voting, will be prepared and agreed to by the Union and the Employer. Casual nurses working in temporary full-time or temporary regular part-time positions will be excluded from the voter's list.
- (c) The ballot box will be manned during voting times by a person or persons agreed upon by the Union and the Employer.
- (d) To vote, the nurse must sign her name beside her name on the voter's list, make an "X" beside her choice on the ballot, then deposit the ballot into the locked ballot box.
- (e) The vote will take place over a one (1) day period at times suitable to accommodate all changes of shifts.
- (f) The box will be opened and the votes counted in the presence of an ONA Executive representative and an Employer representative.

**ARTICLE S – VIOLENCE IN THE WORKPLACE**

- S-1 The Employer agrees to continue policies and procedures to deal with violence in the workplace. The policies address the prevention of violence, the management of violent situations and support to nurses who have faced violence. Said policies, procedures and current legislation are to be reviewed and addressed at the Hospital-Association Committee as necessary.
- S -2 The Employer will notify the JHSC and Union in writing of all incidents related to violence in accordance with the *Occupational Health and Safety Act*. For critical

injuries the Employer will notify the JHSC and the Union immediately and in writing within forty-eight (48) hours. Such notices will contain all of the information as prescribed in section 5 of the Health Care Regulation of the current *Occupational Health and Safety Act*.

The Employer will provide reimbursement for replacement of damages incurred to the nurse's personal property, such as eyeglasses, contact lenses or other prosthesis, ripped uniforms or personal clothing, as a result of being assaulted while performing her work.

The nurse will endeavour to present her or his claim to the Employer within seven (7) days after the event, unless it was impossible for her to do so during this period.

Dated at Goderich, Ontario, this 28th day of September, 2018.

FOR THE EMPLOYER

FOR THE UNION

Patricia Byrne Carter

Barb Conlon  
Labour Relations Officer

Samantha Marsh, RN, CNE/VP

Melissa Wraith, RegN

Lori Merner, RN

Barb Martin, RN

Melissa Rathwell, RN

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Lynn Higgs, RN

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