

COLLECTIVE AGREEMENT

Between:

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

And:

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

Expiry Date: March 31, 2025

APPENDIX 3 - SALARY SCHEDULES**Registered Nurse/Lactation Consultant**

	1-Apr-23	1-Apr-24
Start	\$37.93	\$39.07
1 Year	\$38.88	\$40.05
2 Years	\$39.86	\$41.06
3 Years	\$41.65	\$42.90
4 Years	\$43.52	\$44.83
5 Years	\$45.70	\$47.07
6 Years	\$47.98	\$49.42
7 Years	\$50.38	\$51.89
8 Years	\$54.37	\$56.00

Nurse Case Manager/Nurse Clinician

	1-Apr-23	1-Apr-24
Start	\$39.57	\$40.76
1 Year	\$40.80	\$42.03
2 Years	\$41.97	\$43.23
3 Years	\$44.05	\$45.37
4 Years	\$46.13	\$47.52
5 Years	\$48.51	\$49.96
6 Years	\$50.96	\$52.49
7 Years	\$53.48	\$55.08
8 Years	\$57.74	\$59.47

Charge Nurse

	1-Apr-23	1-Apr-24
Start	\$42.07	\$43.33
1 Year	\$43.30	\$44.59
2 Years	\$44.47	\$45.80
3 Years	\$46.55	\$47.95
4 Years	\$48.63	\$50.09
5 Years	\$51.01	\$52.54
6 Years	\$53.46	\$55.06
7 Years	\$55.98	\$57.66
8 Years	\$60.24	\$62.04

Clinical Nurse Specialist

	1-Apr-23	1-Apr-24
Start	\$43.61	\$44.92
1 Year	\$44.83	\$46.18
2 Years	\$46.03	\$47.42
3 Years	\$48.25	\$49.70
4 Years	\$50.45	\$51.97
5 Years	\$53.00	\$54.59
6 Years	\$55.68	\$57.35
7 Years	\$58.46	\$60.21
8 Years	\$63.05	\$64.94

Non Registered Nurse

Will be placed on the RN start rate.

Clinical Educators

	1-Apr-23	1-Apr-24
Start	\$40.12	\$41.33
1 year	\$41.25	\$42.49
2 years	\$42.40	\$43.68
3 years	\$44.34	\$45.67
4 years	\$46.42	\$47.82
5 years	\$48.65	\$50.11
6 years	\$51.02	\$52.55
7 years	\$53.88	\$55.49
8 years	\$57.95	\$59.69

APPENDIX 4 - SUPERIOR CONDITIONS

Only applies to Victoria Hospital Nurses

Clause Number

Central Award Applicable Clause from former Collective Agreement 1978- 1980

(Full-time)

- 5.05 4.01 The Employer shall, when remitting such sums, provide the Union with the address of new employees on the first deduction, along with a list of those employees added to or deleted from the preceding month's list, accompanied by the reason for the change in each case.

Applies to Full Time Clinical Educators only

- 12.01 The Hospital will assume total responsibility for providing and funding a short-term sick leave plan at least equivalent to that described in the 1980 Hospitals of Ontario Disability Income Plan brochure.

APPENDIX 5 - LOCAL ISSUES

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ARTICLE A - RECOGNITION

- A-1 The Employer recognizes the Union as the sole Bargaining Agent for all Registered Nurses and Nurses with a Temporary Certificate of Registration employed by London Health Sciences Centre in the City of London, Ontario, in a nursing capacity, save and except Advanced Nurse-Practitioners/Clinician Nurse Specialists, Coordinators and persons above the rank of Coordinator and employees covered by subsisting Collective Agreements.

ARTICLE B - UNION REPRESENTATION

B-1 Hospital-Association Committee

Composition - The Committee will be composed of six (6) full-time nurses and two (2) part-time nurses appointed to act on behalf of the Local Union. The Hospital representatives shall not exceed the number of Union representatives on said Committee. Each party may have alternates to replace a member from time to time. Each party will endeavour to have experienced personnel on the Committee. The Hospital representatives will be comprised of the Corporate Nursing Officer or designate, a Human Resources representative and six (6) representatives from Hospital leadership. The Hospital reserves the right to invite additional and/or substitute representatives.

The Bargaining Unit President, or designate, will identify to the Hospital which two (2) committee members require payment under Article 6.03(e) of the Central Collective Agreement at each H.A.C. meeting.

The Parties agree to develop terms of reference and review yearly.

B-2 Nurse Representatives

The Hospital will recognize sixty (60) nurse Representatives. The Local Union shall keep the list of nurse Representatives referred to in Article 6 of the Collective Agreement current at all times.

B-3 Negotiating Committee

The Hospital will recognize and deal with a Committee of six (6), three (3) of which will be either regular part-time or casual nurses covered by this Agreement, plus the Bargaining Unit President plus two (2) Vice President site representatives, for the purpose of negotiating collective agreements and amendments to collective agreements.

B-4 Grievance Committee

It is understood that in dealing with grievances the Hospital will meet with a Grievance Committee of eight (8) union representatives, one of which will be the Bargaining Unit President or designate.

B-5 Professional Development Committee

In accordance with Article 9.02(a), there shall be five (5) Union representatives on the Professional Development Committee.

B-6 Joint Health and Safety Committee

In accordance with Article 6.05(e), there will be no more than thirteen (13) bargaining unit employee(s) for the Hospital's multi-site Joint Health and Safety Committee. Should the Hospital change from a multi-site Joint Health and Safety Committee to a single site Joint Health and Safety Committee there will be no more than thirteen (13) bargaining unit representatives from the entire combined single site Joint Health and Safety Committees. The Union will determine the distribution of ONA members for a single site Joint Health and Safety Committee.

ARTICLE C - MANAGEMENT RIGHTS

C-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) To maintain order, discipline and efficiency;
- (b) To determine the number and location of the Hospital's establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of instruments and equipment to be used; to select, control and direct the use of all materials required in the operation of the 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 patients, staff and the visiting public;
- (c) To make, alter and enforce reasonable rules and regulations to be observed by the nurses;
- (d) 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 discriminatory promotion, demotion or transfer or claim that a nurse who has completed the probationary period within the Bargaining Unit has been discharged without reasonable cause, may be the

subject of a grievance and dealt with in accordance with the grievance procedure;

- (e) It is understood that these provisions will not be exercised in a manner inconsistent with the other provisions of this Agreement.

ARTICLE D - SENIORITY

- D-1 The seniority list shall be compiled bi-annually as of the last pay period prior to February 1 and August 1. One (1) copy of the seniority list shall be filed with the Bargaining Unit President or their delegate during February and August of each year. This list shall include the following information: last date of hire, original seniority date, adjusted seniority date and the adjusted salary progression date as per the Social Contract legislation. An electronic copy of the seniority list shall be posted on LHSC's intranet and a copy sent to the Bargaining Unit President that expresses the seniority of all the Registered Nurses on a Unit by Unit basis.
- D-2 On the announcement of a long-term lay-off, the Hospital will provide the Bargaining Unit President with the current status of the seniority of all nurses covered by this Collective Agreement showing classification, name, and date by area of assignment.
- D-3 It is the nurse's responsibility to ensure that their home address, telephone number and other personal data are current with the Hospital and Local 100 at all times.
- D-4 Full-time nurses may be considered for temporary full- time vacancies on the same basis as regular part time nurses.

ARTICLE E - HOURS OF WORK AND OVERTIME

- E-1 Rest Periods
 - (a) The Hospital's present practice of permitting the combination of rest periods will be maintained during the life of this Collective Agreement.
 - (b) Nurses working tours comprised of less than seven and one-half (7.5) hours shall be granted a paid rest period.
 - (c) For extended tour (i.e. eleven and one-quarter (11 ¼) and ten (10) hours) night shifts which have identified only two (2) breaks during the tour, the first scheduled break will be defined as a meal period.

- E-2
- (a) A nurse working normal daily tours of seven and one half (7 ½) hours will receive a premium of time and one half (1½) their regular straight time hourly rate for all hours worked on a third (3rd) consecutive and subsequent weekend, save and except where:
- i) such weekend has been worked by the 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 the result of an exchange of shifts with another nurse.
- (b) A nurse working normal daily extended tours of eleven and one quarter (11 ¼) hours or ten (10) hours, will receive a premium of time and one half (1 ½) their regular straight time hourly rate for all hours worked on a third (3rd) consecutive and subsequent weekend, save and except where:
- i) such weekend has been worked by the 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 an exchange of shifts with another nurse.
- (c) Full-time only:
- For the purposes of the waived period under Article F-2 (i) and F-3 (a) viii) i.e. mid-December to mid-January, a nurse working normal daily tours of seven and one-half (7 ½) hours or normal daily extended tours of eleven and one quarter (11 ¼) hours or normal daily extended tours of ten (10) hours, will receive a premium of time and one-half (1 ½) their regular straight time hourly rate for all hours worked on a fourth (4th) 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; or
 - ii) such nurse has requested weekend work; or
 - iii) such weekend is worked as the result of an exchange of shifts with another nurse.

It is understood that the foregoing shall apply to weekends worked immediately preceding or weekends worked immediately following the waived period and worked consecutively with weekends worked during the waived period.

Notwithstanding the foregoing, the Hospital will endeavour to not schedule nurses to work more than two (2) consecutive weekends during the waived period.

E-3 Full-time and Regular Part-time only:

Where a nurse has elected to take the equivalent time off pursuant to Article 14.09, such time will be taken at a mutually agreeable time. No nurse may have more than seventy-five (75) straight time hours accumulated at any time.

E-4 After the schedule is posted and should overtime be requested by the Hospital, the tour will be first offered to full-time nurses on the basis of rotating seniority, prior to offering to regular part-time nurses on the unit. Casual nurses will be offered after regular part-time nurses. In all cases, the tour will be awarded singularly.

If the tour(s) remains available such tour(s) will be offered to other classifications including but not limited to charge nurses, nurse case managers and clinical educators on the unit should they be deemed qualified to perform the work, in the same descending order, before being offered off unit.

Such tours will be offered in accordance with this article. If such tour results in any additional premium payment (e.g. consecutive weekend), the shift need not be offered.

Full-time nurses who do not wish to be considered for overtime must notify their Manager or designate in writing by March 1st and September 1st each year. In the event a full-time nurse's availability changes from above due to an unforeseen circumstance, such nurse will notify their Manager or designate of such changes in writing. Such changes will be in effect for the remainder of the time period as outlined above.

E-5 (a) In the event the Hospital determines overtime is not required, at least two (2) hours prior to the shift commencing, the least senior nurse in the unit or department incurring consecutive weekend premium that is not part of regular pensionable hours will be cancelled. Should there be no nurses incurring consecutive weekend on this shift, the least senior nurse in the unit or department incurring overtime will be cancelled. Once the Hospital has communicated to the nurse by preferred means of communication (phone call, text, email or any

other mode agreed to by all parties) the cancellation will be effective immediately.

Clarity Note: The parties agree that the implementation of the above communication change for preferred means, will be delayed until such time as an automated scheduling system is in place and the parties meet to discuss and until this time all tours will be offered singularly by phone calls.

- (b) In the event the Hospital determines overtime is not required once the shift commences, the least senior nurse in the unit or department incurring consecutive weekend premium that is not part of regular pensionable hours, will be cancelled. Should there be no nurses incurring consecutive weekend on this shift, first volunteers of the nurses on overtime; then the least senior nurse in the unit or department incurring overtime will be cancelled.

ARTICLE F - SCHEDULING

- F-1 (a) Work schedules of six (6) weeks' duration shall be posted at least six (6) weeks in advance.

Changes to the posted schedule which are requested in writing by a majority of nurses on a unit, co-signed by a member of the local executive and approved by the Hospital, may be implemented within the six (6) week period by the Hospital. A change in the posted schedule will include a change in shifts as well as a change in tours.

- (b) In the event that changes are made to the master rotation in effect in any unit, the Hospital will provide a copy of the new master rotation to the Bargaining Unit President fourteen (14) days in advance of the posting of the new master rotation. If both the Hospital and the Union have identified a violation of the collective agreement in the new master rotation such violation will be remedied prior to the schedule being posted in the unit.

Where a master rotation schedule is changed pursuant to the above, individual schedule rotations will be awarded on the basis of seniority, considering a balanced skill mix (novice to expert; experience and knowledge) of Registered Nurses. For clarification, job sharers will select with full-time nurses on the basis of the most senior job share partner.

- (c) Nurses shall be provided with an opportunity to review the master schedule upon request.

F-2 Work schedules of normal daily tours of seven and one half (7 ½) hours shall take into account the following provisions:

- (a) Four (4) days off shall be scheduled in a two (2) week period.
- (b) Two (2) consecutive days off at a time shall be scheduled unless otherwise by mutual consent.
- (c) Scheduling shall provide for not more than seven (7) days between days off.
- (d) Request for Exchanges

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

Exchange of tours with less than forty- eight (48) hours' notice, will be considered on an individual basis.

Nurses may submit requests for exchanges in schedule for the posted schedule period.

Such requests shall be considered by their Manager or designate in their absence (including where applicable Charge Nurses and In-Charge- Person), and where approval is given it shall be in writing. Such requests shall not be unreasonably denied. A denial and reasons for the denial shall be given in writing. It is understood that any such changes shall not result in any overtime or premium payment.

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

- (e) The Hospital will schedule two (2) weekends off in any four (4) weekends.
- (f) Full-time only:

A period of no less than two (2) consecutive tours off shall be scheduled between a change of tour and at least six (6) consecutive tours (i.e. 2 days) shall be scheduled following scheduled night tours.

(g) Weekend Definition

It is understood that a weekend consists of fifty-six (56) consecutive hours off work during the period following the completion of the Friday day or evening shift until the commencement of the Monday day or evening shift.

- (h) The foregoing provisions (F-2 (a) through (g) inclusive except (e) shall be waived during the period from mid-December to mid-January (two rotations, i.e. four (4) weeks) in order to facilitate scheduling of time off for the Christmas period and the New Year's period.

The Hospital shall grant nurses, except nurses whose regular days of work are Monday to Friday, at least 5 (five) consecutive days off in conjunction with either Christmas Day or New Year's Day. Such time off shall be granted on an alternating basis from year to year within each work unit, unless mutually agreed otherwise between the Hospital and an individual nurse. Nurses working in a unit that is not operating on Christmas Day, Boxing Day and New Year's Day, are exempt from such five (5) consecutive days off.

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

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

(i) Regular part-time only:

- i) Where the Hospital creates schedules which are comprised of tours of less than seven and one-half (7.5) hours, for example, four (4) hours; five (5) hours; six (6) hours; etc., or any variation or combination of such tours, a regular part-time nurse who is required to work hours in excess of such a scheduled tour of less than seven and one-half (7.5) hours, shall receive overtime premium of one and one-half (1 ½) times their regular straight time hourly rate for those hours worked in excess of those hours that they were scheduled to work.
- ii) Regular part-time nurses working tours comprised of less than seven and one-half (7.5) hours, shall not be scheduled to work

more than seven (7) consecutive tours. If a regular part-time nurse is required to work on an eighth (8th) consecutive and subsequent tour, then they will receive premium pay for each tour so worked until a day off is scheduled.

F-3 (a) Work schedules of normal daily extended tours of eleven and one quarter (11 ¼) hours shall take into account the following provisions:

i) There will be not less than a period of eleven and one quarter (11 ¼) consecutive hours between shifts worked by a nurse.

ii) In any two (2) week period, at least two (2) consecutive days off will be scheduled.

iii) Full-time only:

The Hospital will schedule no more than three (3) consecutive days between days off unless otherwise mutually agreed to by the majority on a Unit.

iv) Request for Exchanges

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

Exchange of tours with less than forty- notice, will be considered on an individual basis.

Nurses may submit requests for exchanges in schedule for the posted schedule period.

Such requests shall be considered by their Manager or designate in their absence (including where applicable Charge Nurses and In-Charge-Person), and where approval is given it shall be in writing. Such requests shall not be unreasonably denied. A denial and reasons for the denial shall be given in writing. It is understood that any such changes shall not result in any overtime or premium payment.

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

v) Full-time only:

A period of no less than four (4) consecutive tours (i.e. 2 days off) shall be scheduled following scheduled night tours.

vi) The Hospital will schedule every other weekend off except where a changeover to the alternate weekend occurs within the rotation.

vii) Weekend Definition

It is understood that a weekend consists of fifty-six (56) consecutive hours off work during the period following the completion of the Friday "extended" tour day shift until the commencement of the Monday "extended" tour day shift.

viii) The foregoing provisions F-3 i) through vii) inclusive (except iv) shall be waived during the period from mid-December to mid-January (two rotations, i.e. four (4) weeks) in order to facilitate scheduling of time off for the Christmas period and the New Year's period.

The Hospital shall grant nurses, except nurses whose regular days of work are Monday to Friday, at least 5 (five) consecutive days off in conjunction with either Christmas Day or New Year's Day. Such time off shall be granted on an alternating basis from year to year within each work unit, unless mutually agreed otherwise between the Hospital and an individual nurse. Nurses working in a unit that is not operating on Christmas Day, Boxing Day and New Year's Day, are exempt from such five (5) consecutive days off.

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

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

(b) For full-time only:

Work schedules of normal daily extended tours of ten (10) hours shall take into account the following provisions:

- i) There will be not less than a period of twelve (12) consecutive hours between shifts worked by a nurse.
- ii) In any two (2) week period, at least two (2) consecutive days off will be scheduled.
- iii) The Hospital will schedule no more than four (4) consecutive 9.375 hour days between days off unless otherwise mutually agreed to by the majority on a unit.
- iv) For nurses working ten (10) hour tours, 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 (37 ½) minutes of unpaid meal time. Nurses shall be entitled, subject to the exigencies of patient care, to relief periods during the tour of a total of thirty-seven and one-half (37 ½) minutes.
- v) The provisions of sub-paragraphs iv), v), vi), vii), viii) of Article F-3 (a) above will be applicable to the ten (10) hour tour.

F-4

Introduction or Discontinuance of Extended Tours

(a) Extended tours 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 Hospital agrees to implement extended tours, such agreement shall not be withheld in an unreasonable or arbitrary manner.
- iii) it is understood that the determination of which nurses in the unit will vote may be adjusted with the mutual agreement of the parties.

(b) Extended tours may be discontinued in any unit when:

- i) sixty-five percent (65%) of the nurses in the unit so indicate by secret ballot; or
- ii) the Hospital because of:
 - A) adverse effects on patient care, or

- B) inability to provide a workable staffing schedule, or
 - C) where the Hospital 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 Local Union will be informed of the results of the secret ballot within seven (7) days.
- (e) The introduction or discontinuance of extended tours for regular part-time nurses may be as a result of changes in full-time schedules.

F-5

Standby

- (a) i) The Hospital will notify the Bargaining Unit President or designate prior to initiating on-going standby assignments on any unit.
 - ii) Where standby is part of the rotation, it shall be posted for six (6) weeks, six (6) weeks in advance. Any changes to the standby assignment will be made at least forty-eight (48) hours in advance of the time the standby is in effect, except in situations of short notice, e.g. change due to illness. Changes shall be brought to the attention of the nurse.
- (b) The Hospital will endeavour to distribute standby duty equitably between regular part-time and full-time nurses. Where standby is required on a unit, master schedules will include standby.
- (c) In units where standby is required, and formal standby-pager guidelines exist, casual nurses may volunteer for such duty. The Hospital will endeavour to equitably distribute standby duty amongst those casual nurses who volunteer for such duty. Casuals who volunteer for standby duty may exchange their standby assignments but may not self-cancel such standby shift.

- (d) Nurses shall be permitted to exchange their standby assignments subject to the condition set out in Article F-2 (e).
- (e) For units that operate 24 hours a day and seven days a week, a nurse will not be scheduled for standby on a scheduled day off or a scheduled weekend off, unless mutually agreed between the nurse and the Hospital. For clarity, for units that do not operate twenty-four (24) hours a day and seven (7) days a week, standby may be assigned on a scheduled day off and will be equitably distributed between full-time and regular part-time nurses.
- (f) Where a nurse works a tour of eight (8) hours and then is called in from standby and who works beyond midnight (2400 hours) such nurse shall not be required to return to regular duties at the Hospital without eight (8) hours of time off. Where such time extends into the nurse's booked day shift, the Hospital will maintain their regular earnings within the eight (8) hour period.

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

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

- (g) Nurses scheduled for standby will be provided with a pager.

F-6

2D 2N Extended Tour Schedules

- (a) When the Hospital and the Union agree, the 2D 2N extended tour schedule shall be instituted when eighty percent (80%) of the nurses on a particular nursing unit have so indicated by secret ballot. For nurses who indicate to their Unit Manager that they do not wish to work extended tours, the Hospital will endeavour to schedule these nurses on a normal shift rotation.
- (b) When less than eighty percent (80%) of the staff on a particular nursing unit vote, as outlined in Paragraph 1, in favour of the 2D 2N extended tour schedule by secret ballot, the Union may approach the Hospital and ask them to consider the implementation of a

combination 2D 2N extended tour schedule, other extended tours and normal (7.5 hour) tour in a particular Unit.

- (c) The eighty percent (80%) figure above may be varied by mutual agreement between the parties.
- (d) The Hospital shall make space available to the Union in order to permit the Union to conduct the vote referred to in Paragraph (a).
- (e) At any meeting with the Hospital to discuss the 2D 2N schedule, a member of the Local executive should be in attendance.
- (f) The 2D 2N schedule may be discontinued in any unit when:
 - i) sixty-five percent (65%) of the nurses in a unit so indicate by secret ballot; or
 - ii) The Hospital decided to do so because of:
 - A) adverse effects on patient care, or
 - B) inability to provide a workable staffing schedule, or
 - C) where the Hospital wishes to do so for other reasons which are neither unreasonable nor 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 (f) above, then:
 - A) the parties shall meet within four (4) weeks of the giving of notice to review the request for discontinuance; and
 - B) 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;
 - iv) The Local Union will be informed of the results of the secret ballot within seven (7) days.

(g) Full-time only:

The scheduling provisions contained in Article F-3 are applicable save and except for the following:

- i) All schedules will be done on the basis that each full-time nurse will be scheduled for one thousand nine hundred and

fifty (1,950) hours per year. Twelve (12) seven and one-half (7.5) hour tours will be scheduled in lieu of the paid holidays outlined in Article J-1. Three (3) additional eleven and one quarter (11.25) hour tours will be scheduled over the calendar year.

- ii) Nurses shall receive at least every fourth (4th) weekend off, which shall consist of six (6) consecutive extended tours, which shall commence no later than 1930 hours Friday.

(h) Full-time only:

A nurse will receive premium pay as defined in Article 14 for all hours worked on a fourth (4th) consecutive and subsequent consecutive weekend until a weekend is scheduled off, save and except where:

- i) Such weekend has been worked by the nurse to satisfy specific days off required by such nurse; or
- ii) Such nurse has requested weekend work; or
- iii) Such weekend is worked as the result of an exchange of shifts with other nurses.

F-7 Where a scheduling line becomes vacant in a unit, it shall be offered to staff nurses in that unit in accordance with article 10.07, prior to posting the vacancy hospital wide.

F-8 Self-Scheduling

The Union and the Hospital agree in principle 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:

- (a) Eighty- percent (80%) of the nursing staff must indicate by secret ballot their willingness to participate in self-scheduling prior to the commencement of the test. It is understood that there will be a separate vote conducted for full-time and part-time nurses.
- (b) The test period shall be for six (6) months, after which the full-time and part-time nurses will again indicate by an eighty (80%) vote by secret ballot their desire to continue or discontinue self-scheduling.
- (c) Nurses not wishing to participate, may, prior to the commencement of the test, indicate to their Manager or designate their intent not to participate in self-scheduling. Those nurses so indicating shall be scheduled by their Manager or designate before nurses participating

in self-scheduling are scheduled. Participation in the test is voluntary; however, once a decision is made to participate, the nurse remains committed to the test for the duration.

- (d) Nurses participating in self-scheduling shall be responsible for scheduling their hours including paid holidays and lieu days.
- (e) The self-scheduling schedules shall be submitted to their Manager or designate for review and approval to ensure that appropriate nursing coverage is maintained. The Manager or designate's approval of self-scheduling shall not be unreasonably withheld.
- (f) Self-scheduling may be cancelled by either the Hospital or the Union upon a minimum of eight (8) weeks' written notice to the other party.
- (g) Self-scheduling, including scheduling regulations, shall comply with all the provisions of the full-time and part-time Collective Agreements in all respects.
- (h) In the event that self-scheduling is continued following the test, the Hospital and the Union shall meet prior to the end of the test period in order to discuss the terms of the continuation.
- (i) Prior to instituting self-scheduling on a continuing basis in a unit, the Union will be provided with a copy of the self-scheduling guidelines.

ARTICLE G - PART-TIME COMMITMENT AND SCHEDULING

G-1 Regular Part-Time Commitment

In accordance with Article 2.05, the predetermined basis upon which the commitment of the regular part-time nurse to be available for work as required and scheduled by the Hospital, except where they are on approved vacation or approved leave of absence, shall be as follows:

- (a) Part-time commitment for weekends shall be no more than half of the weekends of a posted schedule where needed but in no case shall the nurse be required to work more than two (2) consecutive weekends or parts thereof; and where an employee is scheduled to be on duty for three (3) consecutive weekends, the employee will be paid premium payment in accordance with Article 14.03 of the Central Hospital Agreement for the weekend tours worked on the third (3rd) consecutive and subsequent weekend until they are scheduled for an off-duty weekend save and except where:
 - i) such weekend has been worked by the employee to satisfy specific days off requested by such employee;
 - or

- ii) such employee has requested weekend work; or
 - iii) such weekend is worked as the result of an exchange of tours with another employee.
- (b) A minimum of forty-eight (48) scheduled hours biweekly scheduled by the Employer. For purposes of vacation and in accordance with Article K-1 (g), a week of vacation will be considered as either 18.75 hours or 22.5 hours towards commitment.

It is understood that should the minimum hours not be available in a particular biweekly period the Hospital is only obligated to schedule the available hours. Hours not scheduled within the biweekly period will be scheduled over the six (6) week schedule with the consent of the nurse.

- (c) Christmas and Boxing Day and three (3) of the remaining paid holidays as outlined in Article J, or New Year's Day and four (4) of the remaining paid holidays as outlined in Article J.
- (d) Unless mutually agreed, scheduled for no more than four (4) consecutive ten (10) hour tours, or three (3) consecutive twelve (12) hour tours or five (5) consecutive eight (8) hour tours.
- (e) Casuals

All other part-time nurses shall be considered casual nurses.

G-2

Regular Part-Time Scheduling

- (a) Work schedules of six (6) weeks' duration shall be posted at least six (6) weeks in advance.
- (b) Prior to the schedule being posted, scheduling of regular part-time will be as follows:
 - i) All regular part-time nurses on the unit will be scheduled up to their commitment by seniority. After part-time nurses on the unit who require a schedule accommodation due to a disability in accordance with the Ontario Human Rights Code are scheduled accordingly, the Hospital will endeavour to schedule remaining shifts by equitably distributing day, night, evening and weekend shifts among the remaining part-time nurses on the unit.
 - ii) Regular part-time nurses on the unit will be offered up to seventy-five (75) hours on a biweekly basis on the basis of rotational seniority, then

- iii) Nursing Resource Team regular part time nurses who are qualified to perform the available work, up to commitment;
 - iv) Offered to casual nurses assigned to the unit in a fair and reasonable manner.
- (c) After the schedule is posted additional shifts which become available on each unit will be offered in the following order:
- v) Regular part-time on the unit by seniority who have not been scheduled to commitment;
 - vi) Regular Part-time on the unit (including job-sharers) on the basis of rotating seniority up to seventy-five (75) hours;
 - vii) Nursing Resource Team nurses who are qualified to perform the available work, on the basis of rotating seniority up to seventy-five (75) hours;
 - ix) Casual nurses assigned to the Unit in a fair and reasonable manner.

The Hospital agrees to utilize a tracking document/process that documents the order in which shifts are offered. The tracking document will be made available upon request.

Scheduling will be subject to the following:

- v) Regular part-time nurses who do not wish to be considered for additional shifts above commitment must notify their Manager or designate in writing by March 1st and September 1st each year. In the event a regular part-time nurse's availability changes from above due to an unforeseen circumstance, such nurse will notify their Manager or designate of such changes in writing. Such changes will be in effect for the remainder of the time period as outlined above.
- vi) A tour will be deemed to be offered whenever the member is contacted through their preferred means of communication (phone call, text, email or any other mode agreed to by all parties).

Clarity Note: The parties agree that the implementation of the above communication change for preferred means, will be delayed until such time as an automated scheduling system is in place and the parties meet to discuss and until this time all tours will be offered singularly by phone calls.

- vii) It is understood that the Hospital will not be required to offer tours which would result in overtime premium pay;
- viii) After the schedule has been posted and should a regular part-time nurse have their scheduled shift cancelled within twenty-four (24) hours prior to the commencement of such scheduled shift and should the Hospital have an opportunity within that same twenty-four (24) hour period, the same regular part-time nurse will be given the first opportunity to work that shift.
- ix) Where the parties agree that a nurse has been missed for a tour in accordance with Article G-2 (b) and (c), the affected nurse will be offered a tour at a time mutually agreed to by the nurse and their Manager or designate.

ARTICLE H - UNION LEAVE

H-1 Leaves of Absence granted in accordance with Article 11.02 of the Collective Agreement shall be subject to the following conditions:

- (a) The requested leave shall be subject to at least fourteen (14) days written notice prior to the commencement of the function for which the leave is granted.
- (b) No more than ten (10) nurses at any one time, unless approved by the Hospital.
- (c) No more than two (2) nurses from one unit. The Hospital may approve the leave of more than two (2) nurses from one unit and such approval shall not be unreasonably denied.

H-2 Bargaining Unit President

- (a) The Bargaining Unit President, Vice President Site Representatives (2) shall be on full-time leave of absence without loss of their regular hourly rate of pay, benefits, service or seniority for their term.
- (b) The Hospital agrees to pay the Bargaining Unit President, and Vice President Site Representatives (2) an average of 75 hours per month. This compensation is for time spent by the Bargaining Unit President, and Vice President Site Representatives on Union business involving the Hospital.
- (c) The Union agrees that it will provide a designate for the Bargaining Unit President, and Vice President Site Representatives' absences' including vacation, sick leave and other approved leaves provided for in the Collective Agreement. Except in the case of attendance at

meetings where the central agreement requires the Hospital to pay the cost of attendance, the cost of such designate will be borne by the Union.

- (d) The Union agrees the Bargaining Unit President, and Vice President Site Representatives (2) will allocate fifty (50) percent of their time in a week for union business with the Hospital and for this purpose will advise the Hospital of their availability on a regular basis. It is understood that there will be flexibility in how those hours may be averaged over a given month.
- (e) The Bargaining Unit President, and Vice President Site Representatives (2) and the Director responsible for the Hospital's Labour Relations or designate will meet and document on a monthly basis business arising from the Collective Agreement. Where possible this meeting will be scheduled in conjunction with prescheduled Step 2 meetings.
- (f) It is understood that at any time either party may request a meeting to discuss and seek resolution to issues arising from this agreement.

H-3 The Hospital will endeavour to provide replacement staff for the Bargaining Unit President or delegate and/or Vice President site representative when they are required by the Hospital to attend meetings with the Hospital during their regularly scheduled hours. Time off shall include the full period of time for the meeting inclusive of reasonable travel time, such travel time being identified when the time-off is requested.

H-4 In accordance with Article 11.02 of the central agreement, the Hospital agrees to grant leaves of absence, without pay, to the nurse elected to the position of Local Coordinator. Subject to reasonable notice, it is understood and agreed that the Local Coordinator shall be granted such leave(s) up to a total of seventy-five (75) days in a calendar year so that they may fulfil the duties of the position. These leaves of absence will be separate from and not counted against Union Leaves in Article H-1.

ARTICLE I - NOTIFICATION OF ILLNESS AND ABSENCE

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

I-2 Nurses shall notify the relevant Manager or designate, at least twelve (12) hours before the commencement of their next scheduled shift or before the

end of the preceding work day for units working straight days, of their intention to return to work on such shift.

- I-3 Any casual part-time nurse covered by this collective agreement must notify the relevant Manager or designate, or their delegate when not available for periods in excess of one (1) week.
- I-4 Casual part-time Nurses shall notify the relevant Manager or designate of their intention to be available for work following absences due to illness.

ARTICLE J - PAID HOLIDAYS

- J-1 Only the following days shall be observed as paid holidays:

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

- J-2 Full-time only:

- (a) Where possible, paid holidays will be taken on the days they are observed. Where this is not possible, paid holidays will be allowed at such time as requested by the nurse and approved by the Hospital, and, in any event, will be taken within sixty (60) calendar days before or after the day on which they are due unless otherwise mutually agreed. The Hospital will consider such requests having regard to the staffing requirements. Such requests will be responded to within three (3) weeks from the date of submission provided such nurse requests the paid holiday at least four (4) weeks prior to the requested time off. Such requests will not be unreasonably denied.
- (b) Where a paid holiday falls on a day scheduled as a day off, time off in lieu of such paid holiday will be allowed at such time as the Hospital may approve. Where this is not possible, paid holidays will be allowed at such time as requested by the nurse and approved by the Hospital, provided however, that such time off must be granted within sixty (60) calendar days of return to duty. The Hospital will consider such requests having regard to the staffing requirements.

Such requests will be responded to within three (3) weeks from the date of submission provide such nurse requests the paid holiday at least four (4) weeks prior to the requested time off. Such requests will not be unreasonably denied.

- (c) Where one (1) or more paid holidays falls during an nurse's scheduled annual vacation, another day or days appropriate will be added prior to or following the annual vacation period.
- (d) It is understood that nurses who work shifts commencing on a holiday will receive a lieu day, and that there will not be a claim for more than one lieu day in respect of a given holiday, or for both a lieu day and a holiday with pay.

J-3 The premium pay of time and one-half (1 ½) provided in accordance with Article 15.05 will be paid for all hours worked between 0001 hours and midnight on the paid holidays listed in Article J-1.

ARTICLE K - VACATIONS

K-1 It shall be the duty of the Manager or designate to receive requests for vacation entitlement (time) and arrange suitable dates, taking into account operational requirements, safe coverage of units and seniority. It is understood that all vacation entitlements shall be calculated on a "real time" basis.

- (a) The Hospital shall establish baseline vacation quotas for each nursing unit which shall not be unduly restrictive. The quota will include only members of the bargaining unit.
- (b)
 - i) The baseline vacation quotas for each unit as set by the Manager or designate will be filed with the Bargaining Unit President on or prior to February 15th of each year for the period of June 1st to May 31st and will be posted on each applicable unit planner. It is understood that the full-time and regular part-time quotas may be integrated in units where only one (1) nurse is allowed off in a twenty-four (24) hour period.
 - ii) For units with reduced weekend staffing, a week of vacation will commence on a Monday and will be inclusive of the following Sunday. Days off in conjunction with the nurse's approved vacation request will not be considered part of a full-time nurse's vacation entitlement.
 - iii) For full-time nurses the Hospital shall only apply the nurse's potential shifts against the quota and the nurse's entitlement.

(c) For the Period of June 1st to November 30th

For full-time nurses (based on their individual entitlement) the combined total number of weeks off on vacation that a nurse can utilize during the period of July 1 to August 31 is no more than a combination of four weeks or one hundred and fifty hours (150).

For part-time nurses (based on their individual entitlement) the combined total number of weeks off on vacation that a nurse can utilize during the period of July 1 to August 31 is no more than four weeks. For clarity, reference K-1 (g).

The Hospital will post a visible vacation planner in each unit by March 1st of each year. It is understood that an integrated vacation planner will be posted for units with integrated quotas.

The vacation planner process for the period from June 1st to November 30th will be as follows:

- i) Top one third of the senior nurses submit on the planner and in writing by March 15th
- ii) The planner with approved vacation will be posted by the Manager or designate by March 30th
- iii) The remainder of the nurses on the unit submit on the planner and in writing by April 15th
- iv) The approved vacation planner will be posted on the unit by May 1st and a copy will be provided to the Bargaining Unit President
- v) At the time the final approved vacation planner is posted, should either a full-time or part-time vacation quota remain available, such vacation will be offered to full-time and regular part-time nurses on the unit in the following manner:
 - a. Posted on the unit from May 1st to May 7th
 - b. Vacation will be offered by integrated seniority to nurses that apply in writing to the Manager or designate within the May 1st to May 7th period.
 - c. It is understood nurses approved for the four (4) weeks or (150) hours during the peak time (July 1 to August 31) will only be considered for additional weeks during this period if not requested by others and remain available.

- d. The final approved vacation planner will be posted by May 15th up to and including June 1st and a copy will be provided to the Bargaining Unit President.
- vi) Vacation requested in a manner not in compliance with (c)i) through to (c)v) will be considered on a first come first served basis subject to the operational requirements of the Hospital and will not be unreasonably denied. Such requests will be responded to within three (3) weeks, and will only be approved by the Manager or designate for times that are available up to November 30th. If the vacation request is within the three (3) week period as outlined in this article, it will be responded to in a shorter time.

(d) For the Period of December 1st to May 31st

The Hospital will post a visible vacation planner in each unit by September 1st of each year. It is understood that an integrated vacation planner will be posted for units with integrated quotas.

The vacation planner process for the period from December 1st to May 31st will be as follows:

- i) Top one third of the senior nurses submit on the planner and in writing by September 15th
- ii) The planner with approved vacation will be posted by the Manager or designate by September 30th
- iii) The remainder of the nurses on the unit submit on the planner and in writing by October 15th
- iv) The approved vacation planner will be posted on the unit by November 1st and a copy will be provided to the Bargaining Unit President
- v) At the time the final approved vacation planner is posted, should either a full-time or part-time vacation quota remain available, such vacation will be offered to full-time and regular part-time nurses on the unit in the following manner:
 - a. Posted on the unit from November 1st to November 7th
 - b. Vacation will be offered by integrated seniority to nurses that apply in writing to the Manager or designate within the November 1st to November 7th period.
 - c. The final approved vacation planner will be posted by November 15th up to and including December 1st and

a copy will be provided to the Bargaining Unit President.

- vi) Vacation time will not normally be granted between December 15 and January 15. Where the operational requirements of the Hospital allow, vacation may be granted during this period and will be awarded by seniority.

Where the Hospital has granted a nurse's request for vacation during this period, it is understood that the Hospital may not be able to grant five (5) consecutive days off at Christmas or New Year's to that nurse.

- vii) Vacation requested in a manner not in compliance with (d)i through to (d)v) will be considered on a first come first served basis subject to the operational requirements of the Hospital and will not be unreasonably denied. Such requests will be responded to within three (3) weeks, and will only be approved by the Manager or designate for times that are available up to May 31st. If the vacation request is within the three (3) week period as outlined in this article, it will be responded to in a shorter time.

- (e) If a nurse leaves the unit and is replaced on that unit by another nurse who is qualified to assume a full patient assignment, any approved vacation time requested by departing nurse will be offered to nurses who were previously denied this time.

- i) Will be offered by seniority to nurses who were previously denied this time.
- ii) Once i) has been exhausted remaining vacation will be posted within the unit for one week seven (7) calendar days- nurses will submit vacation requests during this time.
- iii) The time will be offered by seniority to nurses that applied in writing within the one week posting. The nurse will be notified if awarded within seven (7) calendar days after closure of the available vacation submission time.
- iv) This will not result in cancellation of the previously approved vacation.

- (f) If a nurse leaves the unit but is not replaced on that unit by another nurse who is qualified to assume a full patient assignment, any approved vacation time requested by departing nurse remains available, will be offered by the following process will be followed:

- i) Will be offered by seniority to nurses who were previously denied this time.

- ii) Once i) has been exhausted remaining vacation will be posted within the unit for one week seven (7) calendar days- nurses will submit vacation requests during this time.
 - iii) The time will be offered by seniority to nurses that applied in writing within the one week posting. The nurse will be notified if awarded within seven (7) calendar days after closure of the available vacation submission time.
 - iv) This will not result in cancellation of previously approved vacation.
- (g) Where a nurse provides a minimum of two (2) weeks' notice prior to the relevant posted schedule to cancel their scheduled vacation, such request shall not be unreasonably denied. Should the request be approved by the Hospital such-prior granted vacation will be:
- i) Will be offered by seniority to nurses who were previously denied this time.
 - ii) Posted within the unit for one week seven (7) calendar days-
 - iii) The time will be offered by seniority to nurses that applied in writing within the one week posting. The employer will notify nurses who were approved vacation requests based on this process.
 - iv) This will not result in cancellation of previously approved vacation.

Requests submitted with less than the above notice will be considered on an individual basis.

- (h) A week of vacation for regular part-time nurses, shall consist of seven (7) consecutive calendar days commencing Monday through Sunday inclusive. The nurse's vacation entitlement as per the collective agreement Article 16.06 to 16.08 will determine the number of weeks that they can be absent for purposes of this clause.

It is further understood, when a member takes a single vacation day, they will be booked the remainder of their commitment for that week as per Article G1 (b) and as of the LOU Re: Implementation of Regular Part-Time Scheduling. It is further understood a single vacation day, will not prevent additional tours from being offered during that vacation week.

Clarity Note: If a nurse picks a single or multiple shifts in a one week period, this counts as one week vacation entitlement for the nurse. This does not limit other nurses from requesting single or multiple shifts which are available in the same week, based on the daily quota.

- (i) Part-time vacation pay will be paid on a bi-weekly basis.

FOR CLINICAL EDUCATORS ONLY

It shall be the duty of the applicable Director to receive requests for vacation entitlement (time) and arrange suitable dates, taking into account operational requirements, safe coverage of units/areas and seniority. It is understood that all vacation entitlements shall be calculated on a “real time” basis.

- (a) Vacation requests will be submitted at least three (3) weeks in advance of the date of the commencement of the vacation. Such request will be responded to within one (1) week of submission. In extenuating circumstances where the request is submitted less than three weeks in advance, consideration will be given and a response provided in a shorter time frame. Such requests shall not be unreasonably denied.
- b) A week of vacation for Regular Part-time Clinical Educators shall consist of seven (7) consecutive calendar days commencing Monday through Sunday inclusive. The Clinical Educator’s vacation entitlement as per the collective agreement will determine the number of weeks that they can be absent for purposes of this clause.
- c) Part-time vacation pay will be paid on a bi-weekly basis.

ARTICLE L - UNION INTERVIEW

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

ARTICLE M - BULLETIN BOARDS

M-1 Electronic Bulletin Board

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

ARTICLE N - PREPAID LEAVE PLAN

N-1 The number of nurses eligible to participate in the prepaid leave plan in any given year will be five percent (5%) of both the full-time and regular part-time nurses in any one nursing unit or department with a minimum of two (2) nurses per nursing unit or department. It is understood that the Hospital, at its sole discretion, may grant leave in excess of five percent in any particular nursing unit or department.

N-2 The Bargaining Unit President shall be notified by the Hospital of all nurses who are participating in the Prepaid Leave Plan.

N-3 The number of casual part-time nurses eligible to participate in the Prepaid Leave Plan, in any given year, will not exceed five percent (5%) of the total number of casual nurses, per Hospital department, in the part-time bargaining unit, but with a maximum of twenty (20) nurses.

ARTICLE O - WORKPLACE VIOLENCE

O-1 The Hospital agrees that no form of workplace violence as outlined in Article 6.05 of the collective agreement will be condoned in the workplace. The Hospital is committed to providing a healthy and safe environment for all staff and affiliates, patients and visitors that is free of workplace violence and workplace harassment including domestic violence in the workplace.

O-2 Prior to the implementation of any changes to these policies and procedures, the Joint Health and Safety Committee will be informed of such changes to provide feedback.

O-3 All nurses will be provided training and information updates on the policy, procedures and prevention of workplace violence in a timely manner.

O-4 The Hospital will notify the Joint Health and Safety Committee in writing within four (4) business days of all incidents related to violence.

- O-5 The Hospital will notify the Joint Health and Safety Committee and the Bargaining Unit President in writing within forty-eight (48) hours of critical injuries involving nurses.
- O-6 The Hospital will provide for reimbursement for damages incurred to the nurse's personal property, such as eye glasses, uniforms or personal clothing as a result of a workplace violence event while performing their work. The nurse will endeavour to present their claim to the Hospital within seven (7) days after notifying the Hospital of the request.

ARTICLE P - MISCELLANEOUS

- P-1 For purposes of weekend premium as per Article 14.15, the weekend is defined as Friday 2400 hours to Sunday 2400 hours.
- P-2 For purposes of shift differential as per Article 14.10, the evening shift is defined as 1500 to 2300 hours and the night shift is defined as 2300 to 0700 hours.
- P-3 The Hospital will not institute the practice of levelling of pay cheques.
- P-4 When the Hospital's payroll provider is able, the percent in lieu of benefits will be added to the nurse's pay stub where applicable.
- P-5 The parties agree that any candidate who was interviewed for an ONA job posting and was unsuccessful with respect to that posting will be notified in writing (which may include e-mail) within one (1) week of the decision being made.

The parties agree that if any posted position is rescinded, the Hospital will notify the Union and the applicants in writing.
- P-6 Any bargaining unit nurse who retires in accordance with Article 17.01 (h) and (i), and wishes to continue to participate in the benefit plans as outlined in Article 17.01 (h) and (i) will provide advance payment of the premiums, either through postdated cheques provided on a yearly basis, or through a preauthorized withdrawal process.

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

The Hospital will notify the Union of the premium costs to retired nurses sixty (60) days before the rates go into effect each year.

P-7 Reassignment

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

- (a) the nurse who volunteers to be reassigned;
- (b) a casual nurse working on that tour;
- (c) Staff nurse selected from an integrated list of full-time and part-time including job share nurses working that tour and taking into account the date of the previous reassignments.

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

P-8 Any Registered Nurse ("R.N.") interested in becoming a Mentor may indicate in writing or verbally to the hospital of such interest.

P-9 Clinical Educators will never be assigned in charge of a Hospital Unit.

P-10 The Hospital agrees that any education/training provided to nurses will be conducted by RN Clinical Educators. The hospital will not develop policies or programs, or enter into any agreement that undermines the intent of this language.

P-11 Any omission of fifteen (15) hours or more from a nurse's pay due to an error on the part of the Hospital shall be paid to the nurse within one (1) calendar week from the time they bring this matter to the attention of their Manager or designate.

ARTICLE Q - MODIFIED WORK

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

- i) The hospital will continue to provide the union with employee health status reports. When the member cannot be temporarily accommodated in their own unit the hospital will provide the union with the reasons why the member cannot be accommodated as such.
- ii) It is understood that it is the obligation of the disabled nurse in receipt of

short-term or long-term disability benefits to ensure the Hospital's Occupational Health Department is advised as soon as possible of any change in medical restrictions which may affect their ability to return to regular or modified duties.

Q-2 Temporary Restrictions

- (a) When occupational health receives medical and determines that a nurse is temporarily unable to return to the full duties of their position due to a disability, illness or injury, Hospital will proactively offer temporary modified duties where available.
- (b) The Hospital and the Union agree that first consideration for temporary accommodation should be to the employee's original unit/position with reasonable modifications to the work area and/or equipment and/or the work arrangement. If unable to temporarily accommodate in the original unit/positions, alternate positions outside the original unit will be explored, giving consideration to the skills, ability and experience of the nurse and path of least disruption in the workplace.

A copy of the Job Demands Analysis will be provided to the Union when needed to facilitate the accommodation process.

- (c) The Hospital and the Union agree that the accommodation of such temporary restrictions do not constitute a position and as such do not need to be posted.
- (d) If such temporary restrictions requiring accommodation last longer than 3 months, the situation will be raised to the RTW Committee for discussion.

Q-3 Permanent Restrictions

- (a) When it has been medically determined that a nurse is permanently unable to return to the full duties of their position due to a disability, illness or injury, the Occupational Health Representative will notify and meet with the local representative as soon as possible to discuss the circumstances surrounding the employee's need for permanent accommodation.
- (b) Until such time as a permanent accommodation is found, the Occupational Health Representative will proactively offer temporary modified duties where available within an employee's abilities, until such time that a RTW Meeting can be arranged, and a permanent accommodation is provided.

- (c) In creating a return to work plan for a permanent accommodation the Union and the Occupational Health Representative will examine the disabled nurse's abilities and accommodation needs to determine if the nurse can return to their:
- i) original position;
 - ii) original unit;
 - iii) original unit/position with reasonable modifications to the work area and/or equipment and/or the work arrangement. A visual assessment of the unit may be required by Occupational Health and the Union. It will be determined if the member is required to be present;
 - iv) alternate positions outside the original unit giving consideration to the skills, ability and experience of the nurse, their feasibility to acquire skills and path of least disruption in the workplace.
- (d) The Union and OH will develop a list of units and positions (including a copy of the Job Demands Analysis (JDA) that can be used for permanent accommodation purposes.
- (e) Before posting from the list noted in (d) above the Hospital and Union will determine if the vacant position(s) are suitable to accommodate a disabled nurse who cannot be accommodated in their home unit. The parties can agree to waive the posting procedure in order to facilitate an accommodation.
- (f) The Occupational Health Representative will consult with the Union on the feasibility of an accommodation to this position, giving consideration to all factors including the number of accommodated nurses in the unit, the operational needs of the unit, safety of patients and nurses working in the unit.
- (g) If the nurse is unable to return to work to a position in the bargaining unit the Hospital will provide the Union with a list of other positions identified in the Hospital, including a copy of the Job Demand Analysis (JDA), in which the nurse may be accommodated. The Union will provide feedback on such positions.
- (h) If more than one (1) nurse requiring permanent accommodation may be suitable for a particular position, the parties will consider Article Q-2 (d) and balance the following additional factors, in no particular order:

- i) ability to acquire skills;
 - ii) path of least disruption in the workplace;
 - iii) skills, ability and experience;
 - iv) the principle that more should be done to provide work to someone who otherwise would remain outside the active workforce.
- (i) Prior to any position(s) being offered and/or /discussed with the ONA members requiring accommodation, the Union and Occupational Health shall meet to determine the suitability of the position(s) that is to be offered to the ONA member(s). If a job is suitable to more than one ONA member requiring accommodation, it will be offered by seniority.
- (j) When the parties agree to a permanent accommodation, the parties will enter into a written agreement outlining the details of the accommodation. (e.g. benefit changes, hourly rate, schedule, etc.)

Q- 4 Return to Work Committee

The Hospital and the Union are committed to a consistent, fair approach to meeting the needs of disabled workers, to restoring them to work which is meaningful for the worker and valuable to the Hospital and to meeting the parties' responsibilities under the law.

- (a) A Return to Work Committee (RWC) of up to six (6) from each party, with equal representation from the Hospital and the Union (including the LRO for ONA, if required). The RWC will meet on a weekly basis and more frequent if requested by either party. The Union member will suffer no loss of regular earnings for attendance at such meetings. If the Union member is required to attend on their day off they will receive pay at straight time or time in lieu where possible for hours spent in RWC meetings. Such hours are invisible for the purposes of determining premium.
- (b) The RWC will monitor the status of accommodated nurses and the status of nurses awaiting accommodation. In addition the RWC will review accommodations that are deemed to be unsuccessful in order to determine next steps.

Q-5 The Hospital agrees to provide the union with the following on request:

- (a) A list of nurses who are currently on a temporary modified work program for more than 3 months;

- (b) A list of nurses who requires permanent accommodation in the workplace and are not already permanently accommodated.

Q-6 The original position of a nurse requiring permanent accommodation may be posted in accordance with the Collective Agreement under the following circumstances:

- A) The nurse is permanently accommodated in another position;
- B) The documented medical evidence establishes that there is no reasonable prospect of a return of a nurse to their original position in the foreseeable future.

Q-7 The Occupational Health Representative agrees to provide the nurse with a copy of the Workplace Safety and Insurance Board (W.S.I.B) Form 7 at the same time as it is sent to the Board.

ARTICLE R - NEEDLE STICK/SHARPS SAFETY

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

ARTICLE S - JOB SHARING

Pursuant to Article 20.01 of the Central Agreement, the following conditions shall apply unless otherwise agreed to by the parties:

S-1 Job sharing requests with regard to full-time positions shall be considered on an individual basis.

S-2 Total hours worked by the job sharers shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) nurses and the Manager or designate of the unit.

S-3 The schedules shall conform with the full-time scheduling provisions of the Collective Agreement: Appendix Five.

For clarity the job share line shall be scheduled to work only one period over Christmas or New Year's.

S-4 Each job sharer may exchange shifts with their partner. Should a job sharer request to exchange shifts with other nurses in their unit, they shall do so in accordance with the Request for Exchanges provision(s).

S-5 The job sharers will determine which partner works on scheduled paid holidays and shall only be required to work the number of paid holidays that a full-time nurse would be required to work.

S-6 Coverage:

(a) It is expected that both job sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the unit Manager or designate must be notified. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.

(b) Pregnancy and Parental Leave and other leaves pursuant to Article 11 of the Central Collective Agreement.

In the event that one member of the job sharing arrangement goes on any of the above leaves of absence, the vacancies will be posted in accordance with the collective agreement 10.07 d) ii.

(c) Where job sharers agree to cover for each other's vacation, they should not be included in any vacation quota.

S-7 Implementation

(a) Where the job sharing arrangement arises out of the filling of a vacant full-time position, both job sharing positions will be posted and filled in accordance with Article 10.07.

(b) Any incumbent full-time nurse wishing to share their position, may do so without having their half of the position posted. The other half of the job sharing position will be posted and filled in accordance with Article 10.07.

S-8 If one of the job sharers leaves the arrangement, their position will be posted. If there is no successful applicant to the posted position, the shared position must revert to a full-time position. The remaining job share will have the option of continuing the full-time position or reverting to a part-time position within the unit. If they do not continue full-time, the position must be posted in accordance with Article 10.07.

S-9 Discontinuation

Either party may discontinue the job sharing arrangement with ninety (90) days' notice. Upon receipt of such notice a meeting shall be held between

the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

Article T - CASUAL NURSES

- (a) Casual nurses will have no pre-scheduled commitment.
- (b) A casual nurse who accepts a shift(s) is responsible for the shift(s).
- (c) It is the responsibility of the casual nurses to maintain their competency in their unit and to ensure they are up to date on all mandatory education requirement.

LETTERS OF UNDERSTANDING

**Letter of Understanding
Scrubs**

This letter is to confirm that the Hospital will continue its present practice of providing scrubs to nurses working in the Operating Room, Obstetrical Care Unit- Labour and Delivery, and any other areas where scrubs are required by the Hospital.

**Letter of Understanding
Resource Nurse**

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

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

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

**Letter of Understanding
Innovative Unit Scheduling**

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

Letter of Understanding
Clinical Nurse Specialists and Nurse Clinicians

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

1. Full-time and part-time Clinical Nurse Specialists and Nurse Clinicians will self-schedule and due to the nature of the work, there will be flexible scheduling of hours in accordance with their workload. The Clinical Nurse Specialists and Nurse Clinicians will adjust their schedule to compensate for the variations in that load. Such flexible schedule will not result in premium pay under the scheduling provisions contained at Appendix 5 of the collective agreement.

Letter of Understanding
Nurse Case Managers/Clinical Educators

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

1. In respect of the full-time Nurse Case Manager/Clinical Educators classifications that fall within the scope of the bargaining unit, the parties agree to the following:
 - (a) Nurse Case Managers/Clinical Educators will be self-schedulers who average thirty-seven and one half (37.5) hours per week over a six (6) week period.
 - (b) Nurse Case Managers/Clinical Educators working a blended full-time rotation that includes both seven and one half (7.5) hour tours and eleven and one quarter (11.25) hour tours may continue to work a mix of seven and one half (7.5) hours tours and eleven and one quarter (11.25) hour tours.
2. In respect of the part-time Nurse Case Manager/Clinical Educators, these Nurse Case Managers/Clinical Educators will be self-schedulers who average hours as set out in Article G of this agreement.
3. Weekend premiums, shift premiums and overtime premiums in excess of these shifts as contemplated by the collective agreement are applicable.
4. Nurse Case Managers/Clinical Educators that are required to work shifts and to rotate shifts that include weekend coverage, the scheduling language in the Appendix 5 of the Local Collective Agreement will apply.

5. Nurse Case Managers/Clinical Educators that work either Monday to Friday days only, or days and evenings, will be covered by the scheduling provisions of the Local portion of the Collective Agreement.
-

Letter of Understanding
Unit Weekend Schedule Article 13.04

The principles found in Article 13.04 will apply. A Letter of Understanding will be developed to address the following:

1. introduction of that schedule
2. the manner in which the position(s) are filled

Pursuant to Article 13.04 of the Collective Agreement the following conditions will apply:

1. The Hospital or the Union may discontinue the Unit Weekend Schedule with ninety (90) days' notice. It is understood that such discontinuation shall not be unreasonable or arbitrary.
 2. Nurses working the Unit Weekend Schedule may opt to discontinue working the Unit Weekend Schedule with ninety (90) days' notice to their Manager or designate.
 3. Should the Unit Weekend Schedule be discontinued, the Nurse in the position will transition to a regular full time position on the unit.
-

Letter of Understanding
Parking Charges

The Hospital promises to consult the Local Union in advance of any changes in parking charges to members of the full-time or part-time Bargaining Units.

Letter of Understanding
Short Term Layoff Process

1. The Unit Manager or designate shall communicate to RNs on an affected Unit when a period of short term layoffs is anticipated. This communication shall be sent out as soon as the anticipated dates are known. The Union will be copied on this notice.
2. At least forty (40) days prior to the affected time period identified above, in order to minimize the impact of short term layoffs, Short-Term Layoff Options Forms will be sent to all RNs offering the opportunity to:
 - take vacation days;
 - utilize any compensation days or lieu time credits; and
 - take unpaid leave.
3. The forms need to be returned to their Manager or designate within seven (7) days so that numbers can be finalized. ONA shall be notified when the forms are sent out.
4. In accordance with Article 10.08(d) of the Collective Agreement, the Hospital will notify ONA no less than thirty (30) calendar days in advance of any short term layoff that will occur, identifying:
 - the department or unit affected;
 - the number of nurses and the names of the least senior RNs who will receive notice of short-term layoff;
 - the reason causing the layoff; and
 - the anticipated duration of the layoff.
5. The Manager or designate will revise the RN schedule for the affected time period in order of seniority, taking into consideration skill mix, experience, and the ability to perform the available work. The Manager or designate will have the ability to schedule staff as needed during this time, in accordance with the terms of the Collective Agreement. The revised schedule will be posted no less than thirty (30) days in advance of the implementation of the short-term layoff.
6. Nurse to be laid off shall receive their notice of short-term layoff no less than thirty (30) days in advance of the implementation of the layoff. Nurses receiving notice of layoff will be provided with the option form as set out in Article 10.09(b) i).
7. Those RNs who have accepted the layoff, and who have indicated they want to be called for occasional vacancies for which they are qualified will be called back in order of seniority, prior to offering these shifts to regular part-time and casual RNs.
8. It is understood that the process set out in this Letter of Understanding is subject to any subsequent changes negotiated by the parties in Collective Bargaining.

Letter of Understanding
Implementation of Regular Part Time Scheduling

WHEREAS: the parties have agreed and ratified, a process for the scheduling and call in of Regular Part Time employees

The parties agree to the following on a without prejudiced basis:

1. The principles to be followed, once the agreed to changes have been ratified by the ONA membership are:

- (a) All current Regular Part Time "A" (RPT"A") nurses working a commitment of .2, .3, .4 or .5 full time equivalent will be provided two options:

1. Keep their current commitment until such time as they retire, resign or are successful to another position
or
 2. Transfer to regular Part Time in accordance with Articles G-1 and G-2 as revised

Nurses who select 1 (a) 1 above will be scheduled up to their commitment (e.g. .2, .3, .4 or .5) in accordance with Article G-1.

Nurses who select 1 (a) 1 above will be scheduled and offered additional tours in accordance with Article G-2

- (b) All current Regular Part Time "B" (RPT "B") employees with a commitment of a maximum of twenty-four (24) hours bi-weekly will be provided two options:

1. Keep their current commitment until such time as they retire, resign or are successful to another position
or
 2. Transfer to regular Part Time in accordance with Articles G-1 and G-2 as revised

Nurses who select 1 (b) 1 above will be scheduled up to their commitment (e.g. a maximum of twenty-four (24) hours bi-weekly) in accordance with Article G-1.

Nurses who select 1 (b) 1 above will be scheduled and offered additional tours in accordance with Article G-2

- (c) Nurses who select 1 (a) 1 OR 1 (b) 1, and who at any future time wish to move to regular part time in accordance with Articles G-1

and G-2 as revised such request will be submitted in writing and approved.

- (d) All other articles of the Collective Agreement apply except where amended as above.

2. The implementation process to be followed is as follows

i. The Union will be provided with the following:

A) a list of the Regular Part Time "A" and regular part time "B" positions by unit. The list will include each member's current commitment.

B) a copy of the actual current schedule for the twelve week period three (3) weeks prior to the meeting referenced below.

ii. The Hospital and the Union will then meet unit by unit with the current RPT "A"s and RPT "B" to discuss the above-referenced information and provide the options. A written decision will be provided by the ONA member within seven (7) calendar days of the meeting.

3. It is understood this process will be completed by no later than six months from either the date of ratification or an award but not later than one year.

4. It is understood Article G of the expired 2018 Collective Agreement will apply until the next scheduling period after the RPT "A" and RPT "B"s from the unit have made their election.

5. Once the process has been completed a Letter of Understanding will be developed listing those nurses who select either 1 (a) 1 or 1 (b) 1. The list will include the nurse's name, the unit and the nurse's commitment. The Letter of Understanding will be attached to the Collective Agreement.

Letter of Understanding
Trial of F-3 (a) (iv) Request of Exchanges (4 hours of shift)

The parties agree to trial shift exchange opportunities of four (4) hours under the following conditions:

1. The trial period will be for the duration of this Local Collective Agreement.
2. It is understood that an exchange of a minimum of four (4) hours at the beginning or end of a tour may be exchanged and will be submitted in writing at least forty-eight (48) hours in advance and will be co-signed by the nurse willing to exchange.

3. Nurses may only submit requests for exchanges in schedule for the posted schedule period
4. Such requests shall be considered by the Manager or Designate. The Manager will not unreasonably deny, however, giving due consideration for operational functioning of the unit.
5. Either party may terminate this agreement with ninety (90) days' notice

Letter of Understanding
Vacation Quotas

The parties agree that the current practice of calculating and applying vacation quotas will continue.

The Hospital recognizes the union's interest to increase vacation quotas and agrees to initiate a meeting before the end of October 2023 to discuss strategies and conditions necessary to do this.

Letter of Understanding
Cancer Care Treatments Unit – Christmas period/New Year's period

The parties agree this LOU forms part of the memorandum but not in the body of the Collective Agreement. The Parties agree that the following schedule will be in effect for the Cancer Care Treatments Unit allowing for 3 days off during the Christmas period/New Year's period for the duration of this Local Collective Agreement.

2023/2024

Saturday, December 23, 2023 – closed
Sunday, December 24, 2023 – closed
Monday, December 25, 2023 – closed

Saturday, December 30, 2023 – closed
Sunday, December 31, 2023 – closed
Monday, January 1, 2024 – closed

2024/2025 (projected, but not confirmed)
Saturday, December 21, 2024 – closed
Sunday, December 22, 2024 – closed
Wednesday, December 25, 2024 – closed

Saturday, December 28, 2024 – closed
Sunday, December 29, 2024 – closed
Wednesday, January 1, 2025 – closed

**Letter of Understanding
Overtime Hours and ESA**

Whereas the Parties recognize that Section 17 of the *Employment Standards Act, 2000* ("ESA") limits the hours in excess of 48 hours in a week that an employee may be required or permitted to work, except where the employee has agreed to work a specific number of hours in excess of 48 in which case the employee cannot be required to work more than is agreed.

And whereas, where excess hours are agreed between the Employer and the Union, the Employer is not required to provide employee represented by the Union the "Document re employee rights" otherwise required under Section 17(5) of the ESA pursuant to 17(9) of the ESA;

And whereas Section 22 of the ESA sets out general overtime threshold requirements.

And whereas members of the Ontario Nurses' Association are members of a trade union and subject to the terms and conditions collectively bargained by their sole bargaining agent and set out in the Collective Agreement between the parties.

Therefore, Parties have agreed to scheduling norms and practices set out in the Collective Agreement that may result in ONA members working overtime hours in excess of the thresholds contemplated in the ESA, and the Parties have defined a threshold higher than the ESA beyond which overtime is paid according to an agreement to average hours for those purposes.

**Letter of Understanding
Response time for offered part-time and overtime shifts:**

The parties agree that the implementation of the protocol listed below will be delayed until such time as an automated scheduling system is in place and the parties meet to discuss.

After the scheduled has been posted shifts, up to 75 hours will be offered and awarded to part time nurses in accordance with Article G-2 (C) and overtime as per Article E-4

Acceptance of a shift must be personally confirmed by the nurse by their preferred means of communication (phone call, text, email or any other mode agreed to by all parties)

1. In all cases if a nurse is working the nurse will be offered the shift personally at the same time the Employer offers the shift to others by means of personal notification devices.
2. for a shift that is less than four (4) hours in advance; the shift will be awarded after a 15-minute window.
3. for a shift that is more than four (4) hours and less than twenty-four (24) hours in advance, the shift will be awarded, after a one (1) hour “window”,
4. For a shift that is between twenty-four (24) and ninety-six (96) hours in advance, the shift will be awarded, after a six (6) hour “window”.

A shift that is further than ninety-six (96) hours, a nurse will be given twenty-four (24) hours to respond.

Letter of Understanding
Nursing Support Initiative

The parties agree that support for nurses is important to ensure professional competence and growth, and safe quality patient care. As such, the Hospital agrees to initiate a meeting before the end of October 2023 to discuss strategies to do this.

Dated at London, Ontario, this 22nd day of December, 2023

FOR THE HOSPITAL

Andrew Doppler

Joanna MacMillan

Jennifer Galant

Ashley Goetz

Kelly Finlayson

Sarah Smith

Elizabeth Baldassarre

Tara Caslick

FOR THE UNION

Alyssa Penney
Labour Relations Officer

Angie Scott

Lindsay Carnahan

Darleen Evans

Lesley Gibbons

Laurie Graham

Magdalen Moulton-Sauve

Lindsay Smale