

COLLECTIVE AGREEMENT

Between:

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

And:

HÔPITAL DE SMOOTH ROCK FALLS HOSPITAL
(hereinafter referred to as the "Employer")

FULL-TIME/PART-TIME

EXPIRES: March 31, 2023

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APPENDIX 3 – SALARY RATES

REGISTERED NURSE	
	Effective April 1, 2022
START	\$34.24
1 YEAR	\$34.40
2 YEARS	\$34.97
3 YEARS	\$36.70
4 YEARS	\$38.43
5 YEARS	\$40.59
6 YEARS	\$42.78
7 YEARS	\$44.97
8 YEARS	\$48.17
25 YEARS	\$49.02

GRADUATE REGISTERED NURSE	
	Effective April 1, 2022
START	\$32.94
1 YEAR	\$33.13
2 YEARS	\$33.62
3 YEARS	\$35.29
4 YEARS	\$36.99
5 YEARS	\$39.04
6 YEARS	\$41.16
7 YEARS	\$43.23
8 YEARS	\$45.44

REGISTERED PRACTICAL NURSE	
	Effective April 1, 2022
START	\$30.03
1 YEAR	\$30.33
2 YEARS	\$30.62
3 YEARS	\$30.94
8 YEARS	\$31.14
25 YEARS	\$31.56

GRADUATE PRACTICAL NURSE	
	Effective April 1, 2022
START	\$28.65

APPENDIX 4 – SUPERIOR CONDITIONS

HÔPITAL DE SMOOTH ROCK FALLS HOSPITAL

Registered Nurses Only:

11.05 Bereavement Leave

When a death occurs to a spouse or child of a full-time employee who works a seven and one-half (7.5) hour day, the employee will be granted a leave of absence and will be paid seven and one-half (7.5) hours at her/his regular rate of pay for up to five (5) consecutive scheduled working days in the six (6) calendar day period beginning with the date of death.

Registered Practical Nurses Only:

13.05 Bereavement Leave

(a) FULL-TIME

i) 7.5 Hour Employees

When a death occurs to a spouse or child of a full-time employee who works a seven and one-half (7.5) hour day, the employee will be granted a leave of absence and will be paid seven and one-half (7.5) hours at her/his regular rate of pay for up to five (5) consecutive scheduled working days in the six (6) calendar day period beginning with the date of death.

Time paid for while on bereavement leave will count as time worked for the purpose of computing overtime.

A full-time nurse who works a seven and one-half (7.5) hour day shall be granted three (3) consecutive working days off without loss of regular pay for scheduled hours, in conjunction with the day of the funeral for other members of her or his immediate family, namely, parents, brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandparent of spouse or grandchild.

ii) 11.25 Hour Employees

When a death occurs to a spouse or child of a full-time employee who works an eleven and one-quarter (11.25) hour day, the employee will be granted a leave of absence and will

be paid for any scheduled working hours lost in the six (6) day period beginning with the date of death up to a maximum of thirty-seven and one-half (37.5) hours at her/his regular rate of pay.

Time paid for while on bereavement leave will count as time worked for the purpose of computing overtime.

A full-time nurse who works an eleven and one-quarter (11.25) hour day shall be granted three (3) consecutive working days off without loss of regular pay for scheduled hours, in conjunction with the day of the funeral for other members of her or his immediate family, namely, parents, brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandparent of spouse or grandchild.

- iii) "Spouse" for the purposes of bereavement leave will be defined as in the *Family Law Act*. "Spouse" for the purposes of bereavement leave will also include a partner of the same sex. "Immediate family" and "In-laws" as set out above shall include the relatives of "spouses" as defined herein. Where a nurse does not qualify under the above-noted conditions, the Hospital may nonetheless grant a paid bereavement leave. The Hospital, in its discretion, may extend such leave with or without pay.

(b) PART-TIME

A part-time nurse who notifies the Hospital as soon as possible following a bereavement shall be granted three (3) consecutive working days off without loss of regular pay for scheduled hours, in conjunction with the day of the funeral of a member of her or his immediate family. "Immediate family" means parent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandparent of spouse or grandchild. "Spouse" for the purposes of bereavement leave will be defined as in the *Family Law Act*. "Spouse" for the purposes of bereavement leave will also include a partner of the same sex. "Immediate family" and "in-laws" as set out above shall include the relatives of "spouses" as defined herein. Where a nurse does not qualify under the above-noted conditions, the Hospital may nonetheless grant a paid bereavement leave. The Hospital, in its discretion, may extend such leave with or without pay.

- (c) A nurse shall be granted one (1) day bereavement leave without loss of regular earnings to attend the funeral of, or a memorial service (or equivalent) for her or his aunt, uncle, niece or nephew.

ARTICLE 16 - VACATIONS

All Registered Practical Nurses will be entitled to the same vacation entitlement as the Registered Nurse classification in accordance with Article 16 of the Central Agreement.

APPENDIX 5**HÔPITAL DE SMOOTH ROCK FALLS HOSPITAL****ARTICLE A - RECOGNITION**

- A-1 The Hospital recognizes that the Ontario Nurses' Association is the bargaining agent for all Registered Nurses, Registered Practical Nurses, and Graduate Nurses employed in a nursing capacity by the Hôpital de Smooth Rock Falls Hospital in the Town of Smooth Rock Falls, Ontario, save and except supervisors, persons above the rank of supervisor, Long Term Care Co-ordinator and In-Service Co-ordinator.
- A-2 Supervisor, or immediate supervisor, when used in this Agreement, shall mean the first supervisory level excluded from the bargaining unit.

ARTICLE B - MANAGEMENT RIGHTS

- B-1 The Union recognizes that the management of the Hospital and the direction of working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital and, without limiting the generality of the foregoing, it is the exclusive function of the Hospital to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, assign, retire, direct, classify, transfer, promote, demote, layoff, recall, discharge and suspend or otherwise discipline employees provided that a claim by an employee that she/he has been discharged or otherwise disciplined without cause may be the subject of a grievance and dealt with as hereinafter provided;
 - (c) establish, alter and enforce reasonable rules and regulations to be observed by the employees;
 - (d) determine all work procedures, the kind and location of equipment to be used, methods to be used, the allocation and number of employees required from time to time, the services to be performed, the standards of performance of all employees, work assignments, the hours of work and all other rights and responsibilities of management not specifically modified elsewhere in this Agreement.
- B-2 These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE C - COMMITTEES AND REPRESENTATIVES

- C-1 It is understood that the total number of employees as committee members or employee representatives, for both the RNs and RPNs, shall not exceed the following:
- (a) Two (2) Employee Representatives
 - (b) Grievance Committee - two (2) employees
 - (c) Negotiating Committee - up to three (3) employees
 - (d) Hospital/Union Committee - The Committee will be composed of two (2) employees with equal representation from Management.
 - (e) A Professional Development Committee comprised of not more than two (2) members. One of these members will be the Bargaining Unit President or designate.
- C-2 Union Interview
- The Hospital will endeavour to schedule the time and place of the interview referred to in Article 5.06, within the first four (4) weeks of employment on hospital premises and at a time mutually agreed by the Union. The Hospital will advise the Bargaining Unit President or designate of all employees to be interviewed prior to the interview.
- C-3 The Employer will pay the Bargaining Unit President, or when the Bargaining Unit President is absent due to vacation or Leave of Absence, a designate at her/his regular straight time hourly rate for all time spent attending meetings with the Employer outside her/his regularly scheduled hours, to a maximum of four (4) hours per month. Such hours cannot be banked as lieu time.
- C-4 Payment for identified members on days off at HAC Meetings
- The Bargaining Unit President/designate will identify to the Hospital which committee members require payment under article 6.03(e) at each Hospital Association Committee meeting.
- C-5 When a nurse is transferred to a position out of the Bargaining Unit under Article 10.10, the Bargaining Unit President will be notified of the following:
- (a) the name and home department of the nurse
 - (b) the date on which her/his transfer is effective
 - (c) the date on which she/he returns to the Bargaining Unit.

ARTICLE D - PAID HOLIDAYS

- D-1 For the purposes of Article 15.01, the following shall be the designated days:
- | | |
|--------------------------|-------------------------------------|
| New Year's Day/January 1 | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day/November 11 |
| Victoria Day | Christmas Day/December 25 |
| Canada Day/July 1 | Boxing Day/December 26 |
| Civic Holiday | 3rd Monday in February – Family Day |
- D-2 Where a full-time employee is entitled to a lieu day under Article 15.04 or 15.05, such day may be taken at a mutually agreeable time within thirty (30) days prior to or ninety (90) days following the holiday. If there is no agreement within such period, payment shall be made in accordance with Article 15.03. The Director of Nursing or designate will respond to all requests for a lieu day, including the use of levelling hours for lieu days, within seven (7) days following receipt of such written request and where at least fourteen (14) days advance notice has been provided.
- Under no circumstances can such employee carry over any lieu day beyond January 15th of the following year.
- D-3 A tour that begins or ends during the twenty-four (24) hour period of the paid holidays, where the majority of hours worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the tour.
- D-4 For part-time employees, the Hospital will endeavour to schedule paid holidays in an equitable manner.

ARTICLE E - VACATIONS

- E-1 The date for determining vacation entitlement under Article 16.01 shall be the employee's anniversary date of employment. Part-time employees shall be entitled to vacation in accordance with Article 16.01.
- E-2 Vacations will not be scheduled for the period from December 15 to January 15. During other periods of the year, the Hospital will grant vacation requests subject to the staffing requirements of the Hospital.
- E-3 Vacations may be taken at any time of the year subject to the approval of the Director of Nursing or designate. Vacations shall not be unreasonably withheld.

- E-4 Prior to leaving on vacation, employees shall be notified of the date and time on which to report for work following the vacation if the schedule has not been posted for such a date.
- E-5 Vacations will be scheduled as follows:
- All requests for vacation for the period January 16 - May 31 must be submitted by October 15th of each year and such vacation schedule shall be posted by November 15th.
- All requests for vacation for the period June 1 - December 14 must be submitted by March 31 of each year and such vacation schedule shall be posted by April 30.
- Vacation time will normally be taken with a minimum of one (1) week at a time; however, employees may request up to thirty-seven and one-half (37.5) hours of vacation time in single days or multiples thereof.
- In scheduling of vacation requests on or before the specified date for submission, preference for approved vacations will be given to employees in accordance with their seniority. Vacation requests submitted after the specified date for submission will be considered on a first come, first served basis and the Employer will respond to such request within two (2) weeks of receiving such request.
- E-6 Part-time employees shall be entitled to vacation without pay based on the length of continuous service.
- E-7 Vacation pay for part-time employees will be calculated and paid on a bi-weekly basis.
- E-8 Vacation lists for full-time employees shall be separate and distinct from part-time employees. The Hospital will grant vacation requests subject to the staffing requirements of the Hospital.
- E-9 Provided that it does not conflict with scheduled vacation for other employees, lieu days (under Articles D-2 or F-1 (e), (h)) can be used in conjunction with vacation time.

ARTICLE F - SCHEDULING REGULATIONS

- F-1 Scheduling Provisions for Extended Tours - 11.25 Hour Tours
- (a) Tour schedules will be posted at least three (3) weeks in advance and shall cover an eight (8) week period. Copies of schedules will be provided to the Union upon request.

- (b) All employees will not be required to work more than three (3) consecutive extended tours. Any hours worked on a tour in conjunction with a third consecutive extended tour will be paid at the rate of time and one half, as per Article 14.
- (c) At least twelve (12) hours will be scheduled off between shifts, at least two (2) consecutive tours will be scheduled off between shift changes and at least forty-eight (48) hours will be scheduled off following two (2) or more consecutive night tours. Unworked paid holidays, or days in lieu for worked paid holidays, may not be included in the two (2) consecutive tours off between shift changes or the forty-eight (48) hours following two (2) or more consecutive nights. A shorter period than two (2) consecutive tours or the forty-eight (48) hours may be agreed upon by mutual consent.
- (d) No split tours will be scheduled.
- (e) The scheduler will respond to all requests for lieu time within seven (7) days following receipt of such written request where at least fourteen (14) days advance notice has been provided.

(f) Scheduling Provisions for Extended Tours – Full-time

Full-time employees, who work seven (7) extended tours on a bi-weekly pay period basis, will bank three and three-quarters (3.75) hours of lieu time for each such period. Following the period of eight (8) weeks and the accumulation of eleven and a quarter (11.25) hours of lieu time, it will be used in conjunction with a STAT for a carry-over week. Every Full-time employee has an assigned week on the Master Schedule.

(g) Scheduling Provisions for Extended Tours – Part-time

- i) The Hospital agrees to schedule regular part-time employees according to their commitment on the posted schedule in that unit as per Article F-4.
- ii) Where extra tours become available, they will be offered on the basis of seniority to regular part-time employees provided that no nurse will exceed her commitment as a result of being offered such extra tours where there are regular part-time employees who have not been offered their commitment of shifts. The employee will provide one telephone number only where they can be reached at and this is the only number that the employer will call for extra tours.

- iii) Where all regular part-time employees have been given the opportunity to work up to their committed tours in that pay period, extra tours will then be offered to regular part-time employees on the basis of seniority.
 - iv) There is no commitment on the Hospital to offer any of these shifts in this manner to employees where premium payment is required, unless applicable to all part-time employees involved.
 - v) Where no regular part-time employee is willing to perform the available work, the tour will be offered to casual part-time employees on the basis of seniority.
- (h) The employee must request a holiday, levelling hours or time in lieu, in writing, at least seventy-two (72) hours in advance of the requested day where possible. Furthermore, once the time off has been approved, the employee must provide at least forty-eight (48) hours advance notice where the employee cancels the scheduled time off.
- (i) Where a Part-time employee is in a Temporary Full-time position and works seven (7) extended tours on a bi-weekly pay period, they will bank three and three-quarter (3.75) hours in lieu time for each such period. They will bank any over-time. This banked time may be taken following the accumulation of eleven and a quarter (11.25) hours, as per Article 14.09.
- (j) Weekend - Full-time

The Hospital shall schedule each full-time employee so as to provide every second weekend off.

A full-time employee will receive premium pay in accordance with Article 14.03 for all hours worked on a second and consecutive weekend, save and except where:

- i) such weekend has been worked by the employee 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 employee; or
- iv) when specific nursing units have mutually agreed to do otherwise.

Weekend Part-time

In order to schedule part-time nurses up to commitment on the posted schedule, the Hospital shall schedule each part-time employee so as to provide every second weekend off where possible but will schedule at least every third weekend off.

A part-time employee will receive premium pay in accordance with Article 14.03 for all hours worked on a third consecutive weekend, save and except where:

- i) such weekend has been worked by the employee 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 employee; or
 - iv) when specific nursing units have mutually agreed to do otherwise.
- (k) For the purposes of Article F-1(j), a weekend is defined as a minimum of sixty (60) consecutive hours off work during the period following completion of the Friday day shift until the commencement of the Monday day shift.
- (l) A request by an employee for a change in the posted shift schedule must be submitted in writing and co-signed by the employee willing to make the exchange, at least twenty-four (24) hours prior to the requested change. Such request is subject to approval by the Hospital and shall not be unreasonably denied. Such exchange shall not in any event result in premium or overtime payment by the Hospital.
- (m) An employee will not be required to change tours of duty more than once during a work week, without mutual agreement.
- (n) If the Hospital should breach the scheduling provisions in Article F-1 (b), (c), or (d), premium pay in accordance with Article 14.03 will be paid to the employee for all hours worked on that shift, except where such work was requested by the nurse.

F-2

7.5 Hour Tours

If the Hospital wishes to introduce a 7.5 hour tour, the parties will meet to discuss implementation and to negotiate the appropriate scheduling regulations.

F-3

STANDBY – RNs only

- (a) The Hospital shall endeavour to schedule standby assignments equitably.
- (b) Standby shall be assigned on the schedule at the time of posting.
- (c) The Hospital shall endeavour to equitably distribute standby duty for paid holidays and long weekends on a rotating basis.
- (d) A nurse will not be scheduled for standby on a scheduled day off.
- (e) Where an employee has been called in from standby and worked the hours after 2400 hours, such employee will not be required to work the day shift unless she or he does so by mutual agreement between the employee and hospital.
- (f) When an employee is called in from standby the hospital will not require the employee to return to regular duties without at least eight (8) hours of time off. Where such time off extends into the employee's next regular scheduled shift she or he will maintain his or her regular earning, seniority and service for that full shift.

F-4

Regular Part-time Commitment

A regular part-time employee must make the following commitment to be available for work on a regular pre-determined basis as referred to in Article 2.05:

- (a) to be available to work one (1) weekend in two (2);
- (b) to be available to work days and nights;
- (c) to be available to work a minimum of four (4) extended tours, or forty-five (45) hours, in a pay period except over the Christmas/New Year's period; and
- (d) to be available to work as scheduled over the Christmas/New Year's period, subject to Article F-6.
- (e) The commitment made by a regular part-time employee and specified herein is not a guarantee that the nurse will be scheduled to work according to this commitment nor is it a restriction on the nurse as to the maximum time worked.
- (f) Failure of a regular part-time employee to continue to meet all of the above commitment requirements will result in such employee being

classified as a casual employee. Excluding Return to Work Programs, Accommodations, and for reasons covered under the *Human Rights Code*.

- (g) An employee wishing to change her/his employment status from full-time or regular part-time to casual must provide the employer with a minimum of two (2) weeks notice and must do so at the end of a pay period.

F-5 An error in the above mechanism for shift distribution will be remedied by offering the affected nurse a shift as an extra at a mutually agreed time. Such shift will not result in premium pay. The affected 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.

F-6 Christmas/New Year's

Full-time and part-time employees shall be scheduled off work for not less than five (5) consecutive days at either Christmas or New Year's, unless the employee requests otherwise. Once every employee has been granted the five (5) days off, and staffing availability has been secured, the Hospital will endeavour to schedule seven (7) consecutive days off to nurses who have made a request for such days off, granting will be done in order of seniority. Time off at Christmas shall include the day tour on December 24, December 25 and the day tour on December 26 and time off at New Year's shall include the day tour on December 31, January 1 and the day tour on January 2.

Requests for time off during the Christmas/New Year's period shall be submitted by October 15 and the shift schedule shall be posted by November 15. The Hospital will schedule employees alternate Christmas and New Year's time off on a yearly basis unless the nurse requests otherwise.

In the event that nurses can be granted both Christmas and New Year's Day off the most senior nurse shall be given the opportunity to take both off.

The scheduling provisions found in Article F-1 may be waived between December 15 and January 15 to provide for Christmas and New Year's scheduling.

Notwithstanding the above, the Hospital will not schedule any member for more than four (4) consecutive days of work and will endeavour to schedule no more than two (2) consecutive weekends of work or premium pay will apply.

F-7 Introduction and Discontinuance of Extended Tours

- (a) Extended tours shall be introduced into any unit when:
 - i) eighty percent (80%) of the employees 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 unreasonably arbitrary manner.

- (b) Extended tours may be discontinued in any unit when:
 - i) sixty percent (60%) of the nurses in the unit so indicate by secret ballot; or
 - ii) the Hospital because of:
 - A) adverse affects on patient care;
 - B) inability to provide a workable staffing schedule, states its intention to discontinue extended tours; or
 - iii) the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary.

- (c) When notice of discontinuation is given by either party in accordance with paragraph (b) above:
 - i) the parties shall meet, within two (2) weeks of the giving of notice, to review the request for discontinuation; and
 - ii) where it is determined that extended tours will be discontinued, affected employees shall be given sixty (60) days notice before the schedules are so amended.

F-8 For the purposes of shift premium, Article 14.10:

- (a) afternoon shift hours will be 1500 - 2300.
- (b) night shift hours will be 2300 - 0700.

F-9 Daylight Saving Time

Actual hours worked on change over to/from Daylight Saving Time will be the hours paid to the employee.

F-10 In accordance with Article 14.09 of the central document, where a full-time or regular part-time employee chooses equivalent time off, such time off must be taken at a mutually agreeable time. Banked overtime remaining to the nurses' credit in excess of one hundred and fifty (150) hours shall be paid to the nurse by the Hospital at the end of the three (3) month quarters (June, September, December, March).

Notwithstanding the above, any hours in excess of seventy-five (75) remaining in the lieu time bank at the end of the fiscal year will be paid out on the last pay cheque prior to March 31st of the year.

The Director of Nursing or designate will respond to all requests for lieu time within seven (7) days following receipt of such written request and where at least fourteen (14) days advance notice has been provided.

ARTICLE G - SENIORITY

G-1 The seniority list for employees (as at December 31 and June 30) as provided in Article 10.02 will be provided to the Labour Relations Officer, the Bargaining Unit President and a copy will be posted on the Union's bulletin board space by February 15 and August 15 of each year respectively.

ARTICLE H - BULLETIN BOARDS

H-1 The Hospital will provide a bulletin board for the posting of notices related to Union business.

ARTICLE I - LEAVE OF ABSENCE FOR UNION BUSINESS

I-1 Leave of absence for Union business shall be given without pay, provided that:

- (a) adequate notice in writing is given to the Hospital; and
- (b) the employer will allow one (1) employee to be absent at the same time, however, the employer will endeavour to allow two (2) employees to be absent at the same time if so requested.
- (c) A bargaining unit member who is on a scheduled day off on a day that she/he is required to attend Union functions will, if she/he so requests and where possible, be granted an alternate day off without pay at a mutually agreeable time. The original scheduled day off will

then be treated as a leave of absence for Union business under 11.02.

I-2 Local Coordinator Leave

The Hospital agrees to grant leaves of absence, without pay, to nurses elected to the position of Local Co-ordinator. Subject to reasonable notice, it is understood and agreed that a Local Co-ordinator shall be granted such leave(s) as she or he may require fulfilling the duties of the position.

ARTICLE J - PAYROLL DEPOSIT

J-1 An employee's earnings will be deposited by the Hospital in its account at the financial institution by 0900 hours on Friday of the pay week. An employee's pay stub (an itemized statement) will be distributed to each employee on Friday of the pay week.

ARTICLE K - PRE-PAID LEAVE PLAN

K-1 One (1) employee may be absent from the Hospital on pre-paid leave at any one time.

ARTICLE L - JOB SHARING

L-1 If the Hospital agrees to a job sharing arrangement pursuant to Article 20.01 of the Central Agreement, the following conditions shall apply unless otherwise agreed by the parties:

- (a) Job sharing requests with regard to full-time positions shall be considered on an individual basis.
- (b) Total hours worked by the job sharers shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) employees and the Supervisor of the Unit.
- (c) The above schedules shall conform with the full-time scheduling provisions of the collective agreement.
- (d) Each job sharer may exchange shifts with her/his partner, as well as with other employees as provided by the Collective Agreement.
- (e) The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only

be required to work the number of paid holidays that a full-time employee would be required to work.

(f) Coverage:

i) 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 Supervisor must be notified to book coverage. Job sharers are not required to cover their partner in the case of prolonged or extended absences.

ii) Vacation, Maternity Leave and other leaves pursuant to Article 11 of the Central Agreement:

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

Implementation:

(g) Where the job-sharing arrangement arises out of the filling of a vacant full-time position, both job-sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.

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

(i) If one of the job sharers leaves the arrangement, her/his position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining employee will have the option of continuing the full-time position or reverting to a part-time position for which she/he is qualified. If she/he does not continue full-time, the position must be posted as a full-time position in accordance with the Collective Agreement.

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 M – WORKPLACE SAFETY AND INSURANCE BOARD/MODIFIED WORK PROGRAM

- M-1
- (a) The Hospital will notify the Bargaining Unit President of the names of all employees off work due to a work related injury.
 - (b) Prior to any employee returning to work on a modified work programme, the Hospital will notify and meet with the employee, a member of the local executive and a staff representative of the Ontario Nurses' Association, to discuss the circumstances surrounding the employee's return to suitable work.
 - (c) The Hospital agrees to provide the employee with a copy of the Workplace Safety and Insurance Board (WSIB) Form 7 at the same time as it is sent to the Board.

M-2 Modified Work/Return to Work Programs

The Hospital 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 employment for both permanently or temporarily disabled nurses based on the following principles:

1. A nurse has the right to employment following an injury or illness if the Employee is able to perform either the essential duties of their pre-injury/illness job or any other suitable modified work.
2. A nurse participating in this program will be paid the applicable hourly rate in accordance with the Collective Agreement.
3. A nurse with a disability has the right to have the work or workplace modified to accommodate their needs in order to facilitate an early and safe return to work to their pre-injury/illness job or other suitable work.
4. A nurse with a disability, whose pre-injury/illness job cannot be accommodated to allow them to perform the essential duties of that particular job, shall be offered alternative suitable work. Every

attempt will be made to offer alternative work that is comparable in nature and salary to the pre-injury/illness employment.

5. In order to return a worker with a disability to her/his pre-injury/illness job, appropriate accommodation may include, but is not limited to modifications to the job or work station, reorganization of the work, provision of additional staff and/or retraining of the worker in order to perform the essential duties of the pre-injury/illness job or alternative suitable work.

Return to Work Plan

When it has been medically determined that an employee is ready to return to work the Hospital and the Union will meet with the affected employee and the Manager to create and recommend a return to work plan. The Plan will include developing and recommending strategies for;

- (a) Integrating accommodated workers back into the workplace
- (b) Educating employees about the legal, personal, organizational aspects of disabled workers to work
- (c) In creating a return to work plan, the Hospital, the Union and the Manager will examine the disabled employee abilities and accommodation needs to determine if the employee can return to her/his:
 - i) Original position,
 - ii) Original unit,
 - iii) Original unit/position with modifications to the work area and/or equipment and/or the work arrangement,
 - iv) Alternate positions outside the original unit.
 - v) Graduated work schedule. It is the intent that such schedule shall be completed within six (6) weeks.
- (d) In creating a return to work plan, the Hospital and Union will consider the employee's abilities and accommodation needs and if she/he is unable to return to work in accordance with (c) above, the Hospital and Union will identify any positions in the Hospital in which the employee may be accommodated within the same bargaining unit and without causing undue hardship to the employer.

- (e) An employee in need of permanent accommodation may be temporarily accommodated until a permanent arrangement is established. Such employee will remain on the list of employees requiring permanent accommodation until appropriate permanent accommodation has been offered.
- (f) The parties recognize that more than one (1) employee requiring accommodation may be suitable for a particular position or arrangement. In such cases the parties agree that in complying with (c), (d) and (e) above, they must balance additional factors including in no particular order:
 - i) skills, ability and experience
 - ii) ability to acquire skills
 - iii) path of least disruption in the workplace
 - iv) the principle that more should be done to provide work to someone who otherwise would remain outside the active workforce
 - v) seniority
- (g) When more than one employee is deemed by the Hospital and Union to be suitable for a particular position or arrangement, and the factors set out in (c), (d), (e) and (f) are relatively equal, seniority shall govern.
- (h) The Hospital and Union will monitor the status of accommodated employees and the status of employees awaiting accommodation.

ARTICLE N - MISCELLANEOUS

N-1 Paid Parking

The Hospital will continue its policy of providing free parking for the employees and access to free electrical plug-in outlets (during the months of December through to March) for the employees.

Prior to any change in this rate to reflect changes in the costs of providing parking services, the proposed changes will be discussed at the Hospital/Union Committee. In the event the Hospital changes the rate, the Union has the right to grieve.

N-2 Notification to Unsuccessful Job Applicants

The parties agree that any unsuccessful candidate for an ONA job posting will be notified, in writing, within one (1) week of the decision being made and prior to the posting of the name of the successful candidate.

The parties further agree that the above notification will be copied to the ONA bargaining unit president.

N-3 Meal and Relief Periods

The parties agree that for the purposes of Article 13.02, the following shall apply:

- (a) On the day shift tour, unpaid meal breaks will normally fall between 1130 and 1330 hours (for the lunch break) and 1700 and 1815 hours (for the supper break).

On the night shift tour, unpaid meal breaks will normally fall between 2330 and 0100 hours (for the first break) and 0400 and 0500 hours (for the second break).

- (b) The Hospital will take reasonably practical means to ensure that nurses receive their meal breaks during the appropriate time periods and that nurses are permitted to leave the Hospital during such meal breaks.

ARTICLE O – VIOLENCE IN THE WORKPLACE

O-1 1. Definition of Violence

Violence is any actual, attempted or threatened or implied conduct of a person that causes or is likely to cause physical and/or psychological trauma/ harm/injury/illness or that gives a person reason to believe that s/he or another person is at risk of and/or psychological trauma/harm/ injury/illness. The Hospital agrees that no form of verbal, physical, sexual, racial or other abuse of employees will be condoned in the workplace. Any employee who knows of violence or potential violence shall report this to a supervisor who will make every reasonable effort to rectify the situation.

2. Violence Policies and Procedures

The Employer agrees to develop, in consultation with the joint health and safety committee or health and safety representative, formalized

explicit policies and procedures to deal with violence. The policy will address the prevention of violence, the management of violent situations, provision of legal counsel and support to employees who have faced violence. The policies and procedures shall be part of the employee's health and safety policy and written copies shall be provided to each employee at the time of hire. Prior to implementing any changes to these policies, the employer agrees to consult with the Association.

3. Notification to the Union

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

4. Function of Joint Health and Safety Committee

All incidents involving aggression or violence shall be brought to the attention of the Joint Health and Safety Committee. The Employer agrees that the Joint Health and Safety Committee shall concern itself with all matters relating to violence to staff.

5. Staffing levels to deal with Potential Violence

The Employer agrees that, where there is a risk of violence, an adequate level of trained employees should be present.

6. Training

The Employer agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated on an annual basis for all employees.

The Employer and the Union recognize the Employer's obligation under Section 25 (2) (h) to take every precaution reasonable to protect employees and Section 32.0.5 (3) of the *Occupational Health and Safety Act* to provide information, including personal information, to an employee related to a risk of workplace violence from a person with a history of violent behaviour.

The Employer, in consultation with the JHSC or health and safety representative, shall develop and implement an effective written measure and procedure to put in place a visible and electronic warning system for all employees who may be exposed to patients

who have a history of violent behavior. Such a system shall include flagging measures such as:

- i) Information about individual patient behaviours, triggers and interventions;
- ii) Pre-admitting checklist;
- iii) Computerized record of patient's history of violence;
- iv) Readily visible signage on the outside of the patient chart;
- v) Visible notation on the face sheet of the patient chart;
- vi) Signage for patient room doors;
- vii) Signage at bedside if multiple occupancy room and/or easily identifiable wrist band that identifies a history of violence;
- viii) A method to communicate pertinent information about a patient and associated visitors to all employees; and,
- ix) The development of measures and procedures for employees to summon immediate assistance.

The employer, in consultation with the JHSC or health and safety representative, shall develop and implement an effective control measures and procedures for employees who witness, or become aware of assaults or are assaulted, to summon immediate assistance from the OPP.

The employer in consultation with the JHSC or health and safety representative, will ensure there is an appropriate code white procedure in place and an appropriate crisis prevention and intervention training program in place.

7. Support and Counselling

The Employer and the Union recognize that, where preventative measures have failed to prevent violent incidents, counselling and support must be available to help victims recover from such incidents.

8. Damage to Personal Property

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

ARTICLE P – BENEFITS

P-1 Voluntary Part time Benefits - Process for payment

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

Any 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 preauthorized withdrawal process.

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 part time nurses in January of each year, and each time the benefit costs are renegotiated by the Employer.

P-2 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 preauthorized withdrawal process.

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.

ARTICLE Q – ELECTRONIC GRIEVANCE FORMS

- Q-1
- (a) The parties agree to use the electronic version of the (O.N.A. Grievance Form at Appendix 1 of the Hospital Central Agreement).
 - (b) The parties agree that hard copies of the electronic form are valid for purposes of Article 7 of the Hospital Central Agreement.
 - (c) Electronic grievances may be sent, via email, to the applicable Manager and copied to Human Resources, or the identified designate.

- (d) The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.
- (e) The Union undertakes to get a copy of the electronic version signed by the grievor.
- (f) The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a grievance proceed to mediation or arbitration.

**ARTICLE R – ELECTRONIC PROFESSIONAL RESPONSIBILITY WORKLOAD
REPORT FORMS**

- R-1
- (a) The parties agree to use the electronic version of the ONA/OHA Professional Responsibility Workload Report Form (PRWRF) at Appendix 6 of the Hospital Central Agreement.
 - (b) The parties agree that hard copies of the electronic PRWRF are valid for purposes of Article 8 of the Hospital Central Agreement.
 - (c) Electronic PRWRFs may be sent, via email, to the applicable Manager or designate.
 - (d) The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.
 - (e) The union undertakes to get a copy of the electronic version signed by the employee(s).
 - (f) The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a PRWRF proceed to an Independent Assessment Committee as per Article 8.01.

SIGNING PAGE

DATED AT SMOOTH ROCK FALLS, ONTARIO THIS "15" DAY OF "December", 2021.

FOR THE HOSPITAL

FOR THE UNION

"M. Loubert, CEO"

"A. Furlott"
Labour Relations Officer

"E. Labonte-Bernier, CNO"

"J. Blake"
Bargaining Unit President

LETTER OF UNDERSTANDING

Between:

HÔPITAL DE SMOOTH ROCK FALLS HOSPITAL
(the Employer)

And:

ONTARIO NURSES' ASSOCIATION
(the Union)

RE: Scheduling Provisions for Extended Tours – 11.25 Hour Tours

The parties agree that the current practice of scheduling employees for seven (7) extended tours bi-weekly will not be changed without consultation with and the agreement of the Union. Such agreement will not be unreasonably withheld.

DATED AT SMOOTH ROCK FALLS, ONTARIO THIS "15" DAY OF "December", 2021.

FOR THE HOSPITAL

FOR THE UNION

"M. Loubert, CEO"

"A. Furlott"
Labour Relations Officer

"E. Labonte-Bernier, CNO"

"J. Blake"
Bargaining Unit President

LETTER OF UNDERSTANDING

Between:

HÔPITAL DE SMOOTH ROCK FALLS HOSPITAL
(the Hospital)

And:

ONTARIO NURSES' ASSOCIATION
(the Union)

RE: ESA Agreement for Excess Hours

ONA agrees that the employer may exceed the hours of work limitations set out in Section 17(1) (b) of the *Employment Standards Act, 2000*, but only for the following purpose and to the following extent:

- (a) The Union agrees to average such scheduled hours to allow for a workable master rotation or schedule over a standard 6 week period. Such schedules are designed to provide an average of 37.5 hours per week for full-time employees and an average of no more than 75 hours in two weeks for part-time employees.
- (b) The Union agrees to average such scheduled hours over the same 6 week period for the purpose of determining the employee's entitlement, if any, to overtime pay under Section 22 of the Act. This agreement does not apply to any combination of hours which includes hours not on the master rotations or schedules. For example, if an employee has worked 45 hours in one week according to the master rotation, nothing in this agreement would disentitle her to ESA overtime for any additional hours worked that week. Nothing else in this agreement affects an employee's rights under Section 22.
- (c) The master rotations or schedules referred to above must be approved by the employees working in the relevant area at the time the rotation or schedule is introduced.
- (d) The Union agrees that employees may be asked to work more than their regular scheduled hours in a work day despite the limits set out in Section 18(1), (2), (3) and (4) of the Act. Each employee has the right to refuse the request to work beyond the limits in Section 18(1), (2), (3), and (4) subject to the emergency provisions of Section 19 of the Act.
- (e) The Union agrees that employees may be asked to work hours which provides less than eight hours free from the performance of work between shifts even if the total time worked on successive shifts exceed 13 hours. Each employee has the right to refuse the request, subject to the emergency provisions of Section 19 of the Act.

- (f) The Union agrees that employees may be asked to work additional hours to those on their master rotations or schedules, such that they may work more than 48 hours in a week, up to a limit of 60 hours in a week. Each employee has the right to refuse the request, subject to the emergency provisions of Section 19 of the Act.
- (g) With the exception of allowing the averaging of weekly hours for the purpose of determining the employee's entitlement, if any, to overtime pay under Section 22 of the Act this agreement shall not be interpreted to disentitle an employee to any other premium payment under any other provision of the collective agreement.

DATED AT SMOOTH ROCK FALLS, ONTARIO THIS "15" DAY OF "December", 2021.

FOR THE HOSPITAL

FOR THE UNION

"M. Loubert, CEO"

"A. Furlott"

Labour Relations Officer

"E. Labonte-Bernier, CNO"

"J. Blake"

Bargaining Unit President

LETTER OF UNDERSTANDING

Between:

HÔPITAL DE SMOOTH ROCK FALLS HOSPITAL
(the Employer)

And:

ONTARIO NURSES' ASSOCIATION
(the Union)

RE: Float Shifts - RNs

The parties agree to amend the current LOU RE: Float Shifts RN as follows:

The parties agree that for retention purposes, the Employer will provide Part-Time nurses with commitment of hours, as per Article F-7, and as follows:

- (a) All part-time employees will have a commitment of six (6) extended tours, or sixty-seven and a half (67.5) hours, in a pay period, except over the Christmas/New Year period.
- (b) Where the Employer is unable to provide the assigned shifts as stated in (a) above, the Employer will schedule Float Shifts.
- (c) Where a regular shift becomes available, and there is more than twenty-four (24) hour notice, the nurse will be asked to take the available shift. If the nurse accepts, a mutually agreed to float shift within the same pay period will be cancelled. In the case where the nurse refuses the shift, the Employer is not required to offer the shift again.
- (d) In the event that a nurse accepts an extra tour as identified in (c) above, and this results in third consecutive weekend being triggered, as a result of prescheduled weekend float shift(s), the float shift(s) will be rescheduled to weekdays when possible and when at least 24 hours notice can be given.
- (e) The responsibilities of the Float nurse will be as outlined in the job description – entitled – Float Registered Nurse Duties and Responsibilities.
- (f) Float shifts can be exchanged for other employees float shifts, within the same pay period.

Either party may discontinue this Letter of Understanding with ninety (90) days' notice when:

- i. There are adverse effects to patient care, or
- ii. Inability to provide a workable staffing schedule, or

- iii. Where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary and states its intention to discontinue the schedule.

Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days the discontinuation.

DATED AT SMOOTH ROCK FALLS, ONTARIO THIS "15" DAY OF "December", 2021.

FOR THE HOSPITAL

"M. Loubert, CEO"

"E. Labonte-Bernier, CNO"

FOR THE UNION

"A. Furlott"
Labour Relations Officer

"J. Blake"
Bargaining Unit President

LETTER OF UNDERSTANDING

Between:

HÔPITAL DE SMOOTH ROCK FALLS HOSPITAL
(the Employer)

And:

ONTARIO NURSES' ASSOCIATION
(the Union)

RE: Float Shifts – RPN

Following the discussion held at the HAC meeting on March 27th, 2019, the parties agree to amend the current LOU Re: Float Shifts – RPN to include a new (e) as follows:

The parties agree that for retention purposes, the Employer will provide Part-Time nurses with commitment of hours, as per Article F-7, and as follows:

- (a) All part-time employees will have a commitment of four (4) extended tours, or forty-five (45) hours, in a pay period, except over the Christmas/New Year period.
- (b) Where the Employer is unable to provide commitment, as stated in (a) above, the Employer will schedule Float Shifts.
- (c) The responsibilities of the Float nurse will be as outlined in the job description – entitled – Float Registered practical Nurse Duties and Responsibilities;
- (d) Float shifts can be exchanged for other employees float shifts, within the same pay period.
- (e) Once the schedule is posted the employee may request to drop the float shift. This request shall not unreasonably be denied. It is understood that this request does not entitle the nurse to another shift for the purpose of meeting commitment as identified in (a).

This Letter of Understanding may be discontinued when:

- i. Adverse effects to patient care, or
- ii. Inability to provide a workable staffing schedule, or
- iii. Where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary, and states its intention to discontinue the schedule.

When notice of discontinuation is given by either Parties, the parties shall meet within two (2) weeks to review the request for discontinuance.

If an issue arises with this Letter of Understanding, the parties agreed to meet within 10 days of notification, to discuss. Approval of discontinuance will not be unreasonably denied.

DATED AT SMOOTH ROCK FALLS, ONTARIO THIS "15" DAY OF "December", 2021.

FOR THE HOSPITAL

FOR THE UNION

"M. Loubert, CEO"

"A. Furlott"
Labour Relations Officer

"E. Labonte-Bernier, CNO"

"J. Blake"
Bargaining Unit President

LETTER OF UNDERSTANDING

Between:

HÔPITAL DE SMOOTH ROCK FALLS HOSPITAL
(the Employer)

And:

ONTARIO NURSES' ASSOCIATION
(the Union)

RE: Professionalism in the Workplace

The parties acknowledge the significant role Registered Nurses and Registered Practical Nurses play in the delivery of high quality healthcare. We also recognize that it is important for patients and staff to be able to readily identify Registered Nurses and Registered Practical Nurses who are widely disbursed throughout the hospital.

The parties will jointly promote the professional image and identity of Registered Nurses and Registered Practical Nurses and will develop plans within the hospital to do so.

All hospital identification tags will clearly identify the employee as Registered Nurse or Registered Practical Nurse in a font that is clearly visible e.g. RN badge buddy.

The parties agree to continue to discuss ways of identifying Registered Nurses and Registered Practical Nurses. This will be achieved at Hospital Association Committee Meetings.

DATED AT SMOOTH ROCK FALLS, ONTARIO THIS "15" DAY OF "December", 2021.

FOR THE HOSPITAL

FOR THE UNION

"M. Loubert, CEO"

"A. Furlott"

Labour Relations Officer

"E. Labonte-Bernier, CNO"

"J. Blake"

Bargaining Unit President

LETTER OF UNDERSTANDING

Between:

HÔPITAL DE SMOOTH ROCK FALLS HOSPITAL
(the Employer)

And:

ONTARIO NURSES' ASSOCIATION
(the Union)

RE: Part Time Registered Nurse— Category
B

The parties agree to recognize Category B Part-time Registered Nurse positions. Such positions will provide a commitment of hours as follows:

- A) To be available to work twenty-two and a half (22.5) hours in a two (2) week period.
- B) To be available to work one (1) weekend in four (4).
- C) To be available to work either the Christmas holiday (December 24th, December 25th and December 26th) or the New Year's holiday (December 31st and January 1st).
- D) To be available to work twelve (12) months of the calendar year less vacation time.

The parties agree that the total number of Category B Part Time RN positions will not exceed 25% of the Regular Part Time position on the Unit.

Furthermore, the parties agree that these positions will be recognized as Part Time, and the Collective Agreement shall apply for all aspects of Part Time positions except for Article F-4 and the Letter of Understanding re: Float Shifts RN.

Either party may discontinue this Letter of Understanding with ninety (90) days' notice when:

- i. There are adverse effects to patient care, or
- ii. Inability to provide a workable staffing schedule, or
- iii. Where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary and states its intention to discontinue the schedule.

Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation.

DATED AT SMOOTH ROCK FALLS, ONTARIO THIS "15" DAY OF "December", 2021.

FOR THE HOSPITAL

FOR THE UNION

"M. Loubert, CEO"

"A. Furlott"
Labour Relations Officer

"E. Labonte-Bernier, CNO"

"J. Blake"
Bargaining Unit President

LETTER OF UNDERSTANDING

Between:

HÔPITAL DE SMOOTH ROCK FALLS HOSPITAL
(the Employer)

And:

ONTARIO NURSES' ASSOCIATION
(the Union)

RE: Part Time Registered Practical Nurse – Category B

The parties agree to recognize Category B Part-time Registered Practical Nurse positions. Such positions will provide a commitment of hours as follows:

- A) To be available to work twenty-two and a half (22.5) hours in a two (2) week period.
- B) To be available to work one (1) weekend in four (4).
- C) To be available to work either the Christmas holiday (December 24th, December 25th and December 26th) or the New Year's holiday (December 31st and January 1st).
- D) To be available to work twelve (12) months of the calendar year less vacation time.

The parties agree that the total number of Category B Part Time RPN positions will not exceed 25% of the Regular Part Time position on the Unit.

Furthermore, the parties agree that these positions will be recognized as Part Time, and the Collective Agreement shall apply for all aspects of Part Time positions except for Article F-4 and the Letter of Understanding re: Float Shifts RPN.

Either party may discontinue this Letter of Understanding with ninety (90) days' notice when:

- i. There are adverse effects to patient care, or
- ii. Inability to provide a workable staffing schedule, or
- iii. Where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary and states its intention to discontinue the schedule.

Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation.

DATED AT SMOOTH ROCK FALLS, ONTARIO THIS "15" DAY OF "December", 2021.

FOR THE HOSPITAL

FOR THE UNION

"M. Loubert, CEO"

"A. Furlott"
Labour Relations Officer

"E. Labonte-Bernier, CNO"

"J. Blake"
Bargaining Unit President
