

10/15/05  
M Mar 04 2003

**COLLECTIVE AGREEMENT**

Between:

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

And:

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

Full-Time

**Expiry Date: March 31, 2006**

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**12666 (03)**

Dated at London, Ontario, this 6th day of July, 2006.

FOR THE EMPLOYER

FOR THE UNION

Wendy Webb

Barb Conlon RN  
Labour Relations Officer

Heather Whyte

Jill Ross

Sharon Morgan

Dawn Blenkhorn-Bax

Angela Burtch

Ingrid Ries

Silvie Crawford

Deborah King

Pauline denOuden

Diane Vinet

Susan Rieger

Carol Farrell

\_\_\_\_\_

Phyllis Malek

\_\_\_\_\_

Diane Strachan

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**APPENDIX 3**

**SALARY SCHEDULES**

**Registered Nurse**

	Effective <u>April 1, 2004</u>	Effective <u>April 1, 2005</u>	Effective <u>January 1, 2006</u>
Start	\$23.11	\$23.80	\$23.80
1 Year	24.03	24.75	24.75
2 Years	25.30	26.06	26.06
3 Years	26.54	27.34	27.34
4 Years	27.81	28.64	28.64
5 Years	29.38	30.26	30.26
6 Years	30.94	31.87	31.87
7 Years	32.53	33.51	33.51
8 Years	34.76	35.80	35.80
25 Years			36.52

**Charge Nurse**

	Effective <u>April 1, 2004</u>	Effective <u>April 1, 2005</u>	Effective <u>January 1, 2006</u>
Start	\$24.11	\$24.83	\$24.83
1 Year	25.21	25.97	25.97
2 Years	26.63	27.43	27.43
3 Years	28.09	28.93	28.93
4 Years	29.47	30.35	30.35
5 Years	31.17	32.11	32.11
6 Years	32.86	33.85	33.85
7 Years	34.53	35.57	35.57
8 Years	36.90	38.01	38.01
25 Years			38.77

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**Charge Nurse Teacher**

	<u>Effective April 1, 2004</u>	<u>Effective April 1, 2005</u>	<u>Effective January 1, 2006</u>
Start	\$24.62	\$25.36	\$25.36
1 Year	25.71	26.48	26.48
2 Years	27.15	27.97	27.97
3 Years	28.58	29.44	29.44
4 Years	29.96	30.86	30.86
5 Years	31.67	32.62	32.62
6 Years	33.35	34.35	34.35
7 Years	35.05	36.10	36.10
8 Years	37.47	38.59	38.59
25 Years			39.36

**Nurse Education Instructor**

	<u>Effective April 1, 2004</u>	<u>Effective April 1, 2005</u>	<u>Effective January 1, 2006</u>
Start	\$25.15	\$25.90	\$25.90
1 Year	26.22	27.01	27.01
2 Years	27.67	28.50	28.50
3 Years	29.06	29.94	29.94
4 Years	30.50	31.42	31.42
5 Years	32.16	33.12	33.12
6 Years	33.84	34.86	34.86
7 Years	35.59	36.66	36.86
8 Years	38.02	39.16	39.16
25 Years			39.95

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**Non Registered Nurse**

	Effective <u>April 1, 2004</u>	Effective <u>April 1, 2005</u>
<i>Start</i>	\$21.99	\$22.65
Year 1	\$22.79	\$23.47

**APPENDIX 4**

**SUPERIOR CONDITIONS**

Clause Number

Central Award Applicable Clause from former Collective Agreement 1978- 1980  
(Full-time)

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- 5.05            4.01    The Employer shall, when remitting such sums, provide the Union with the address and Social Insurance Number of new employees on the first deduction, along with a list of those employees added to or deleted from the preceding month's list, accompanied by the reason for the change in each case.
- 19                19.09   For the classification of Charge Nurse, Charge Nurse Teacher, Assistant Head Nurse, and Nursing Education Instructor, the following educational increments shall be paid in addition to the employee's regular rate of pay:
- (a)    Nursing Unit Administration Course  
       (CHA and CNA) - \$15.00 per month;
  - (b)    One (1) year University Diploma in Nursing  
       - \$40.00 per month;
  - (c)    Bachelor of Nursing Science  
       - \$80.00 per month;
  - (d)    Master of Nursing Science  
       -\$120.00 per month

**APPENDIX 5**

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**ARTICLE A - RECOGNITION**

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

**ARTICLE B - UNION REPRESENTATION**

B-1 Hospital-Association Committee

Composition- The Committee will be composed of three (3) full-time employees and one (1) part-time employee 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 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.

B-2 Employee Representatives

The Employer will recognize twenty-five (25) Employee Representatives. The Local Union shall keep the list of Employee Representatives referred to in Article 6.06 of the Collective Agreement current at all times.

B-3 Negotiatina Committee

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

B-4 Grievance Committee

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

**ARTICLE C - MANAGEMENT RIGHTS**

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

- (a) To maintain order, discipline and efficiency;
- (b) To determine the number and location of the Employer's establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of instruments and equipment to be used; to select, control and direct the use of all materials required in the operation of the Employer's

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

**ARTICLE D - SENIORITY**

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

D-2 It is the employee's responsibility to ensure that her home address, telephone number and other personal data are current with the Employer and Local 100 at all times.

**ARTICLE E - HOURS OF WORK AND OVERTIME**

E-1 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) For extended tour (i.e. eleven and one-quarter (1 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) An employee working normal daily tours of seven and one half (7 ½) hours will receive a premium of time and one half (1%) her regular straight time hourly rate for all hours worked on a third (3rd) consecutive and subsequent weekend, save and except where:

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- i) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
  - ii) such employee has requested weekend work; or
  - iii) such weekend is worked as the result of an exchange of shifts with another employee.
- (b) An employee working normal daily extended tours of eleven and one quarter ( $11 \frac{1}{4}$ ) hours or ten (10) hours, will receive a premium of time and one half ( $1 \frac{1}{2}$ ) her regular straight time hourly rate for all hours worked on a third (3rd) consecutive and subsequent weekend, save and except where:
- i) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
  - ii) such employee has requested weekend work; or
  - iii) such weekend is worked as a result of an exchange of shifts with another employee.
- (c) For the purposes of the waived period under Article F-2 (h) and F-3 (h) i.e. mid-December to mid-January, an employee working normal daily tours of seven and one-half ( $7 \frac{1}{2}$ ) hours or normal daily extended tours of eleven and one quarter ( $11 \frac{1}{4}$ ) hours or normal daily extended tours of ten (10) hours, will receive a premium of time and one-half ( $1 \frac{1}{2}$ ) her 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 employee to satisfy specific days off requested by such employee; or
  - ii) such employee has requested weekend work; or
  - iii) such weekend is worked as the result of an exchange of shifts with another employee.

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 employees to work more than two (2) consecutive weekends during the waived period.

E-3

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

**ARTICLE F -SCHEDULING**

- F-1
- (a) Work schedules of six (6) weeks' duration shall be posted at least two (2) weeks in advance. However, changes to the posted schedule which are requested in writing by a majority of employees on a unit, co-signed by a member of the local executive and approved by the Hospital, may be implemented within the six (6) week period by the Hospital. A change in the posted schedule will include a change in shifts as well as a change in tours.
  - (b) In the event that changes are made to the master rotation in effect in any unit, the Employer will provide a copy of the new master rotation to the Bargaining Unit President.

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) Requests by employees for exchanges in schedule, and reasons for requests, must be submitted in writing at least fortyeight (48) hours in advance and be co-signed by the employee willing to exchange. Such requests shall be considered by the relevant Coordinator, her delegate, or other Hospital authority and where approval is given it shall be in writing. Such requests shall not be unreasonably denied. A denial and reasons for the denial shall be given in writing. It is understood that any such changes shall not result in any overtime or premium payment.

Employees may submit requests for exchanges in schedule for up to a three (3) month duration. It is understood that the Hospital reserves the right to require employees to work certain shifts for purposes of reorientation, training, education and appraisal and that such requirements do not constitute unreasonable denial.

- (e) The Employer will schedule two (2) weekends off in any four (4) weekends.
- (f) 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 (d)) shall be waived during the period from mid-December to mid-January (two rotations,

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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 employees, except employees whose regular days of work are Monday to Friday, at least four (4) consecutive days off in conjunction with either Christmas Day or New Year's Day. Such time off shall be granted on an alternating basis from year to year within each work unit, unless mutually agreed otherwise between the Hospital and an individual employee. However, employees working in the Operating Room and the Post Anaesthetic Care Unit, who are scheduled off during the weekends before and after the holiday period, and are scheduled off on Christmas and Boxing Day or New Year's Day, are exempted from the entitlement to four (4) consecutive days off.

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

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

(i) The Local Union will be provided with the work schedules covering the waived period of (h) at the time of the posting.

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 an employee.
- ii) In any two (2) week period, at least two (2) consecutive days off will be scheduled.
- iii) The Employer will schedule no more than three (3) consecutive days between days off unless otherwise mutually agreed to by the majority on a Unit.
- iv) Requests by employees for exchanges in schedule, and reasons for requests, must be submitted in writing at least forty eight (48) hours in advance and be co-signed by the employee willing to exchange. Such requests shall be considered by the relevant Coordinator, her delegate, or other Hospital authority, and where approval is given it shall be in writing. Such requests shall not be unreasonably denied. A denial and reasons for the denial shall be given in writing. It is understood that any such changes shall not result in any overtime or premium payment.

Employees may submit requests for exchanges in schedule for up to a three (3) month duration. It is understood that the Hospital reserves the right to require employees to work certain shifts for

purposes of reorientation, training, education and appraisal and that such requirements do not constitute unreasonable denial.

- v) A period of no less than four (4) consecutive tours (i.e. 2 days off) shall be scheduled following scheduled night tours.
- vi) The Employer 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-3a) through g) inclusive except d) 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 and the New Year's period.

The Hospital shall grant employees, except employees whose regular days of work are Monday to Friday, at least four (4) consecutive days off in conjunction with either Christmas Day or New Year's Day. Such time off shall be granted on an alternating basis from year to year within each work unit, unless mutually agreed otherwise between the Hospital and an individual employee. However, employees working in the Operating Room and the Post Anaesthetic Care Unit, who are scheduled off during the weekends before and after the holiday period, and are scheduled off on Christmas and Boxing Day or New Year's Day, are exempted from the entitlement to four (4) consecutive days off.

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

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

- ix) The Local Union will be provided with the work schedules covering the waived period of (h) at the time of the posting.
- (b) 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 an employee.

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- ii) In any two (2) week period, at least two (2) consecutive days off will be scheduled.
- iii) The Employer 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 employees 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. Employees 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), (ix) 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 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 unreasonable or arbitrary manner.
- (b) Extended tours may be discontinued in any unit when:
  - i) sixty-five percent (65%) of the employees 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 employees 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.

F-5 In accordance with Article 14.09 employees may take equivalent time off in lieu of pay for accumulated overtime hours. Such time off shall be scheduled at a mutually agreeable time within ninety (90) days of being earned, unless mutually agreed otherwise between the Hospital and an individual employee, failing which the Hospital may initiate payment at the applicable overtime rate.

F-6 (a) i) The Hospital will notify the Bargaining Unit President or designate prior to initiating ongoing standby assignments on any unit.

ii) Where standby is part of the rotation, it shall be posted for six (6) weeks, two (2) weeks in advance. Any changes to the standby assignment will be made at least forty-eight (48) hours in advance of the time the standby is in effect, except in situations of short notice, eg. change due to illness. Changes shall be brought to the attention of the nurse.

(b) The Employer will endeavour to distribute standby duty equitably between Regular Part-time and Full-time employees.

(c) In units where standby is required, and formal standby-pager guidelines exist, casual nurses may volunteer for such duty. The employer will endeavour to equitably distribute standby duty amongst those casual nurses who volunteer for such duty. Casuals who volunteer for standby duty may exchange their standby assignments in accordance with Article F-6 but may not self-cancel such standby shift.

(d) Employees shall be permitted to exchange their standby assignments subject to the condition set out in Article F-2 (d) Full-time and F-2 (c) Part-time.

(e) For units that operate 24 hours a day and seven days a week, an employee will not be scheduled for standby on a scheduled day off or a scheduled weekend off, unless mutually agreed between the employee and the Hospital. For clarity, for units that do not operate 24 hours a day and seven days a week, standby may be assigned on a scheduled day off and will be equitably distributed between Full-time and Regular Part-time nurses. Casual nurses may volunteer for standby duty, as provided for in Article F-6 (c).

(f) A nurse who is called in from standby and who works beyond midnight (2400 hours) will not be required to return to regular duties at the Hospital without eight (8) hours of time off. Where such time extends into the nurse's booked day shift, the Hospital will maintain his or her regular earnings within the eight (8) hour period.

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

F-7 A Scheduling Committee, consisting of an equal number of Employer and Union representatives will be struck to deal with issues arising out of scheduling concerns at the Hospital. It is understood that there will be no more than three (3) members from each side at any one meeting. In addition to issues that arise from time to time,



the Committee will, during the course of the current Collective Agreement, address the following issues:

- (a) the use of hotlines (automated answering machines);
- (b) the establishment of decentralized guidelines for the assignment of casual shifts.

F-8 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.

### **ARTICLE G - UNION LEAVE**

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

- (a) The requested leave shall be subject to at least fourteen (14) days written notice prior to the commencement of the function for which the leave is granted.
- (b) No more than four (4) employees at any one time.
- (c) No more than two (2) employees from one unit.
- (d) No more than a cumulative total of seven hundred and fifty (750.0) hours for all employees in a fiscal year (April 1 to March 31).

G-2 Notwithstanding G-1 (a), the Employer shall grant the Bargaining Unit President or her/his designate, if requested, up to three (3) eleven and one quarter (11.25) hour shifts or five (5) seven and one half (7.5) hour shifts leave of absence per four week schedule without pay to attend to the Local's business, provided a minimum of twelve (12) hours' notice is given to the Hospital.

The Hospital agrees to grant four (4) paid leave days equal to thirty (30) hours each month to the Bargaining Unit President for the purpose of attending meetings with the Hospital to deal with matters of mutual interest, including program transfers. The Hospital and the Bargaining Unit President will by mutual agreement preschedule these shifts each month.

G-3 The Hospital will endeavour to provide replacement staff for the Bargaining Unit President or delegate when she is required by the Hospital to attend meetings with the Hospital during her regularly scheduled hours. Time off shall include the full period of time for the meeting inclusive of reasonable travel time, such travel time being identified when the time-off is requested.

G-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 she or he may fulfil the duties of the position. These

leaves of absence will be separate from and not counted against Union Leaves in Article G-1.

**ARTICLE H - NOTIFICATION OF ILLNESS AND ABSENCE**

- H-1 Employees shall notify the relevant Coordinator, or her delegate, before their scheduled time of duty on the first day of illness when not available for duty, and shall do so at least two (2) hours in advance, and shall use her best efforts to provide an estimated date of return to work. If possible, employees will provide such notification four (4) hours in advance when scheduled for evening or night shifts.
- H-2 Employees shall notify the relevant Coordinator, or her delegate, at least twelve (12) hours before the commencement of their next scheduled shift or before the end of the preceding work day for units working straight days, of their intention to return to work on such shift.

**ARTICLE I - PAID HOLIDAYS**

- I-1 Only the following days shall be observed as paid holidays:
  - New Year's Day - January 1
  - Third Monday in February
  - Good Friday
  - Easter Monday
  - Victoria Day
  - Canada Day
  - Civic Holiday
  - Labour Day
  - Thanksgiving Day
  - Remembrance Day - November 11
  - Christmas Day - December 25
  - Boxing Day - December 26
- I-2 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 employee and approved by the Employer, 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.
- I-3 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 Employer may approve. Where this is not possible, paid holidays will be allowed at such time as requested by the employee and approved by the Employer, provided however, that such time off must be granted within sixty (60) calendar days of return to duty.
- I-4 Where one (1) or more paid holidays falls during an employee's scheduled annual vacation, another day or days appropriate will be added prior to or following the annual vacation period.

- I-5 Requests, regarding the scheduling of the day off in lieu in Articles I-2 or I-3 may be submitted by an employee. The Employer will consider such requests having regard to the staffing requirements. Such requests will not be unreasonably denied.
- I-6 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 I-1. It is understood that employees 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.

## **ARTICLE J - VACATIONS**

- J-1 Vacations with pay are earned for service rendered. It shall be the duty of the Hospital (Coordinator) to receive requests for vacation entitlement (time) and arrange suitable dates, taking into account safe coverage of units/areas and seniority. It is understood that all vacation entitlements shall be calculated on a "real time" basis.
- (a) For the period April 1 to April 30, vacation time requests must be submitted in writing by February 1. Vacation time requests approved by the Hospital will be posted by March 1.
  - (b) For the period May 1 to March 31 of the next year, vacation time requests must be submitted in writing by April 15. Vacation time requests approved by the Hospital (Coordinator) will be posted by May 1. Vacation time not requested by April 15 must be requested in writing by October 1, and will be responded to within three (3) weeks, and will only be approved by the Hospital (Coordinator) for times that are available up to March 31.
  - (c) The Hospital shall establish vacation quotas for each nursing unit/area which shall not be unduly restrictive. The quota will include only members of the bargaining unit.
  - (d) Where an employee has not requested vacation time in writing by October 1, the Hospital (Coordinator) shall schedule such vacation time in consultation with the employee.
  - (e) The vacation quotas for each unit/area as set from time to time by the Hospital (Coordinator) will be filed with the Bargaining Unit President prior to March 1 of each year and posted on each applicable unit/area. It is understood that the full time and regular part time quotas may be integrated in units where only one (1) employee is allowed off in a twenty-four (24) hour period.
  - (f) If a nurse leaves the unit and the vacation time requested by that nurse continues to remain available, the following process will be followed:
    1. Posted within the unit for one week (seven calendar days)
    2. The time will be offered by seniority to nurses that apply in writing within the one week posting
    3. This will not result in cancellation of previously approved vacation.

- J-2 Full time nurses entitled to supplementary vacation pursuant to Article 16.01 (9) of the central agreement will request such vacation as per Article J-1. Unused supplementary vacation will be carried over to the following vacation year(s).

#### **ARTICLE K - UNION INTERVIEW**

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

#### **ARTICLE L - BULLETIN BOARDS**

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

#### **ARTICLE M - PREPAID LEAVE PLAN**

- M-1 The number of employees eligible to participate in the prepaid leave plan in any given year will be five percent (5%) of the employees in any one nursing unit or department with a minimum of one employee per nursing unit or department. It is understood that the Hospital, at its sole discretion, may grant leave in excess of five percent in any particular nursing unit or department.
- M-2 The Bargaining Unit President shall be notified by the Hospital of all employees who are participating in the Prepaid Leave Plan.

#### **ARTICLE N - MISCELLANEOUS**

- N-1 For purposes of weekend premium as per Article 14.15, the weekend is defined as Friday 2400 hours to Sunday 2400 hours.
- N-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.
- N-3 Violence in the Workplace
1. The Hospital agrees that no form of verbal, physical, sexual, racial or other abuse of employees will be condoned in the workplace.
  2. The Employer agrees to have in place policies and procedures to deal with violence in the workplace. The policies will address the prevention of

violence, the management of violent situations and support to employees who have faced violence. These policies and procedures shall be communicated to all nurses.

3. The parties agree that if incidents involving abusive client action occur, that such action will be recorded and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will be followed to address the legitimate health and safety concerns of employees presented in that forum.
4. The Hospital agrees to provide training and information on the prevention of violence to nurses who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated as required.
5. The Hospital, with the nurse's consent, will inform the Union within three (3) days of any nurse who has been subjected to violence while performing her work. Such information shall be submitted in writing to the Union as soon as possible.
6. The Hospital will consider requests for reimbursement for damages incurred to the employee's personal property, such as eyeglasses, ripped uniforms, personal clothing, as a result of being assaulted while performing his or her work.

N-4 The Employer will stop the current practice of levelling of pay cheques and implement payment for actual time worked on a bi-weekly basis by August 1, 1998.

N-5 When the Hospital's payroll provider is able, the percent in lieu of benefits and percentage vacation will be added to the employee's pay stub where applicable.

N-6 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.

N-7 Any bargaining unit nurse who retires in accordance with Article 17.01 (h), and wishes to continue to participate in the benefit plans as outlined in Article 17.01 (h) will provide advance payment of the premiums, 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 premium costs to retired nurses sixty (60) days before the rates go into effect each year.

**ARTICLE O - MODIFIED WORK**

- O-1           The Hospital and the Union both recognize their obligations in facilitating the early and safe return to work of disabled employees. The Hospital and the Union agree that ongoing and timely communication by all participants in this process is essential to the success of the process.
- O-2           The Hospital will notify the Bargaining Unit President of the names of all employees who go off work due to a work related injury or when an employee goes on L.T.D.
- The Hospital agrees to provide the employee with a copy of the Workplace Safety and Insurance Board (W.S.I.B) Form 7 at the same time as it is sent to the Board.
- O-3           (a)       When it has been medically determined that an employee is unable to return to the full duties of her position due to a disability, the Hospital will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the Local Executive to discuss the circumstances surrounding the employee's return to suitable work.
- (b)       It is understood that it is the obligation of the disabled employee in receipt of short-term or long-term disability benefits to ensure the Hospital's Occupational Health Department is advised as soon as possible of any change in medical restrictions which may affect their ability to return to regular or modified duties.
- (c)       The parties recognize that more than one employee requiring accommodation may be suitable for a particular position or arrangement. In such cases, the Hospital will consider the skills, ability and experience of the employees and will also consider the feasibility to acquire skills, seniority and path of least disruption in the workplace.
- (d)       Before posting, the Hospital's Human Resources Department will examine all potential vacancies to determine if they can be used to accommodate a disabled employee who requires accommodation but cannot return to their home unit.
- (e)       Where such vacancies are within the bargaining unit, the Hospital will consult with the Union on the feasibility of an accommodation, giving consideration to all factors including the number of accommodated employees in the unit, the operational needs of the unit, safety of patients and employees working in the unit.
- (f)       The parties can agree to waive the posting procedure in order to facilitate an accommodation.
- (g)       The parties, with the nurse's consent, will agree to a written modified work plan for an accommodation.

**ARTICLE P: NEEDLE STICK/SHARPS SAFETY**

- P-1           It is understood that current policy and procedures, including educational programs, are in place regarding needle stick injuries. **As** new policy and practices are

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developed by the Hospital, consultation will take place at the Joint Health and Safety Committee level.

**LETTER OF UNDERSTANDING**

Between:

**LONDON HEALTH SCIENCES CENTRE**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Article B-1: Hospital-Association Committee

**ARTICLE B-1 WILL BE AMENDED TO INCLUDE THE FOLLOWING:**

1. The Hospital representatives for the Hospital-Association Committee will be comprised of the Chief Nursing Officer or designate, a Human Resources representative and two (2) representatives from Hospital leadership. The Hospital reserves the right to invite additional and/or substitute representatives.
2. The parties agree that this arrangement will be trialed for a one (1) year period commencing with the ratification of the Local Issues Collective Agreement.

Dated at London, Ontario, this 6th day of July, 2006.

FOR THE EMPLOYER

FOR THE UNION

Wendy Webb

Barb Conlon RN  
Labour Relations Officer

Heather Whyte

Jill Ross

Sharon Morgan

Dawn Blenkhorn-Bax

Angela Burtch

arid Ries

Silvie Crawford

Deborah Kina

Pauline denOuden

Diane Vinet

Susan Rieger

Carol Farrell

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Phyllis Malek

Diane Strachan



**LETTER OF UNDERSTANDING**

Between:

**LONDON HEALTH SCIENCES CENTRE**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Scrub Gowns

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

Dated at London, Ontario, this 6th day of July, 2006.

FOR THE EMPLOYER

FOR THE UNION

Wendy Webb

Barb Conlon RN  
Labour Relations Officer

Heather Whyte

Jill Ross

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Diane Strachan

**LETTER OF UNDERSTANDING**

Between:

**LONDON HEALTH SCIENCES CENTRE**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Job Sharing

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

1. Job sharing requests with regard to full-time positions shall be considered on an individual basis.
2. Total hours worked by the job sharers shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two **(2)** employees and the Coordinator of the Unit.
3. The above schedules shall conform with the scheduling provisions of the Full-time Appendix of Local Provisions.
4. Each job sharer may exchange shifts with her partner, as well as with other employees as provided by the Collective Agreement.
5. The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time employee would be required to work.
6. Coverage:
  - (a) It is expected that both job sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the unit supervisor must be notified. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.

Re: Job Sharing  
Page two

(b) Vacation, Maternity Leave and other leaves pursuant to Article 11 of the Central Collective Agreement

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

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

8. Implementation

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

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

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

11. Discontinuation

Either party may discontinue the job sharing arrangement with ninety (90) days' notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

Re: Job Sharing  
Page three

Dated at London, Ontario, this 6th day of July, 2006.

FOR THE EMPLOYER

FOR THE UNION

Wendy Webb

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Labour Relations Officer

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Diane Strachan

**LETTER OF UNDERSTANDING**

Between:

**LONDON HEALTH SCIENCES CENTRE**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Resource Nurse

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

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

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

Dated at London, Ontario, this 6<sup>th</sup> day of July, 2006.

FOR THE EMPLOYER

FOR THE UNION

Wendy Webb

Barb Conlon RN  
Labour Relations Officer

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Diane Strachan

**LETTER OF UNDERSTANDING**

Between:

**LONDON HEALTH SCIENCES CENTRE**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: 2D 2N Extended Tour Schedules

1. When the Hospital and the Union agree, the 2D 2N extended tour schedule shall be instituted when eighty-five percent (85%) of the employees on a particular nursing unit have so indicated by secret ballot. For employees who indicate to their Unit Manager that they do not wish to work extended tours, the Hospital will endeavour to schedule these employees on a normal shift rotation.
2. When less than eighty-five percent (85%) 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.
3. The eighty-five percent (85%) figure above may be varied by mutual agreement between the parties.
4. The Hospital shall make space available to the Union in order to permit the Union to conduct the vote referred to in Paragraph 1.
5. At any meeting with the Employer to discuss the 2D 2N schedule, a member of the Local executive should be in attendance.
6. The 2D 2N schedule may be discontinued in any unit when:
  - (a) sixty-five percent (65%) of the employees in a unit so indicate by secret ballot; or
  - (b) The Hospital decided to do so because of:
    - i) adverse effects on 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 extended tours in the schedule;
  - (c) When notice of discontinuance is given by either party in accordance with number (b) above, then:

Re: 2D 2N Extended Tour Schedules  
Page two

- i) the parties shall meet within four **(4)** weeks of the giving of notice to review the request for discontinuance; and
    - ii) where it is determined that the extended tours will be discontinued, affected employees shall be given sixty (60) days' notice before the schedules are so amended;
  - (d) The Local Union will be informed of the results of the secret ballot within seven (7) days.
- 7. The scheduling provisions contained in Article F-3 are applicable save and except for the following:
  - (a) Employees shall not be required to work more than four **(4)** consecutive tours. Where schedules do not conform to this, the employee shall be paid a premium pay for the fifth and subsequent day until a day off is scheduled.
  - (b) Employees shall receive every third (3<sup>rd</sup>) weekend off, which shall consist of six (6) consecutive extended tours, which shall commence no later than 1930 hours Friday.
- 8. An employee will receive premium pay as defined in Article 14 for all hours worked on a third (3<sup>rd</sup>) consecutive and subsequent consecutive weekend until a weekend is scheduled off, save and except where:
  - (a) Such weekend has been worked by the employee to satisfy specific days off required by such employee; or
  - (b) Such employee has requested weekend work; or
  - (c) Such weekend is worked as the result of an exchange of shifts with other employees.
- 9. All schedules will be done on the basis that each full-time employee will be scheduled for one thousand and nine hundred and fifty (1,950) hours per year.

Re: 2D 2N Extended Tour Schedules  
Page two

Dated at London, Ontario, this 6<sup>th</sup> day of July, 2006.

FOR THE EMPLOYER

FOR THE UNION

Wendy Webb

Barb Conlon RN  
Labour Relations Officer

Heather Whyte

Jill Ross

Sharon Morgan

Dawn Blenkhorn-Bax

Angela Burtch

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Carol Farrell

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Phyllis Malek

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Diane Strachan



**LETTER OF UNDERSTANDING**

Between:

**LONDON HEALTH SCIENCES CENTRE**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Self-Scheduling

1. The Union and the Hospital agree in principle to the concept of self-scheduling. Should the Hospital or the employees wish to implement self-scheduling on a particular unit, they shall do so according to the following criteria, initially on a test basis:
  - (a) Eighty-five percent (**85%**) of the nursing staff must indicate by secret ballot their willingness to participate in self-scheduling prior to the commencement of the test. It is understood that there will be a separate vote conducted for full-time and part-time employees.
  - (b) The test period shall be for six (6) months, after which the full-time and part-time employees will again indicate by an eighty-five percent (85%) vote by secret ballot their desire to continue or discontinueself-scheduling.
  - (c) Employeesnot wishing to participate, may, prior to the commencementofthe test, indicate to the Coordinator their intent not to participate in self-scheduling. Those employees so indicating shall be scheduled by the Coordinatorbefore employees *participating* in self-schedulingare scheduled. Participation in the test is voluntary; however, once a decision is made to participate, the employee remains committed to the test for the duration.
  - (d) Employees participating in self-scheduling shall be responsible for scheduling their hours including paid holidays and lieu days.
  - (e) The self-scheduling schedules shall be submitted to the Coordinator for review and approval to ensure that appropriate nursing coverage is maintained. The Coordinator's approval of self-scheduling shall not be unreasonably withheld.
  - (f) Self-scheduling may be cancelled by either the Hospital or the Union upon a minimum of eight (8) weeks' written notice to the other party.
  - (g) Self-scheduling, including scheduling regulations, shall comply with all the provisions of the full-time and part-time Collective Agreements in all respects.

Re: Self-Scheduling  
Page two

- (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.

Dated at London, Ontario, this 6th day of July, 2006.

FOR THE EMPLOYER

FOR THE UNION

Wendy Webb

Barb Conlon RN  
Labour Relations Officer

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**LETTER OF UNDERSTANDING**

Between:

**LONDON HEALTH SCIENCES CENTRE**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Innovative Unit Scheduling  
(Article 13.03 of the central agreement)

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

Dated at London, Ontario, this 6th day of July, 2006.

FOR THE EMPLOYER

FOR THE UNION

Wendy Webb

Barb Conlon RN  
Labour Relations Officer

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Diane Strachan

**LETTER OF UNDERSTANDING**

Between:

**LONDON HEALTH SCIENCES CENTRE**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Individual Special Circumstance Arrangements  
(Article 13.05 of central agreement)

The above mentioned Parties agree that if and when Individual Special Circumstance Arrangements are mutually agreed between the Hospital and the Association and the nurse affected, the Parties will meet to discuss and negotiate such arrangement as contemplated by Article 13.05.

Dated at London, Ontario, this 6th day of July, 2006.

FOR THE EMPLOYER

FOR THE UNION

Wendy Webb

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Labour Relations Officer

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**LETTER OF UNDERSTANDING**

Between:

**LONDON HEALTH SCIENCES CENTRE**

And:

**ONTARIO NURSES' ASSOCIATION**

**Re: Mentorship**

Article 9.08(c) of the Agreement provides for the creation and a mechanism by which ONA and the Hospital may further develop a Formal Mentorship Role between two (2) Registered Nurses in the employ of the Hospital;

The Parties recognize that Mentorship is a formal supportive relationship between two (2) nurses, which enhances the professional growth and development of a nurse to maximize her or his clinical practice.

The Parties also recognize Mentorship involves a three-way arrangement between the Hospital, the nurse being mentored and the nurse doing the mentoring. The mentoring relationship is:

- time limited,
- focused on goal achievement, and
- unique to each mentorship experience

Therefore based upon these mutual understanding and covenants, the Parties agree as follows:

1. Any Registered Nurse ("R.N.") interested in becoming a Mentor shall evidence said interest in writing to the Hospital. This writing may include an up to date resume of the R.N. (Assistance for Resume preparations is available at the Career Action Centre)
2. The Hospital is accountable for selecting and assigning the mentor for any given mentoring relationship. The Hospital will discuss with any applicant, if requested by the Nurse, ways in which she or he may be successful for future opportunities. The selection of a mentor will not be subject to grievance or arbitration.
3. The decision to implement a mentorship experience as a mechanism to assist a nurse to maximize or improve his or her clinical practice is the responsibility of the Employer. The decision to implement includes but is not limited to new hires to a unit; a nurse returns from layoff, leave of absence, sick leave and/or long term disability or for purposes of cross training.
4. Once a Mentor is selected meeting(s) will be arranged between the Operational Leader and/or delegate, the Mentor and the R.N. to be mentored. The meeting(s) will be for the purpose of outlining and development of a written individualized Mentorship Plan which shall include among other things, the time period, the specific goals and how the goals are to be achieved of the Mentorship Plan.

Re: Mentorship  
Page two

5. The Hospital will review the workload of the Mentor and the nurse being mentored to facilitate successful completion of the mentorship assignment.
6. The Mentor is accountable:
  - to evaluate the learning experience of the nurse being mentored throughout the duration of the mentorship relationship, including the provision of written and/or verbal reports to management regarding progress towards goal achievement;
  - to assist the nurse being mentored to effectively meet patient care needs;
  - to participate in direct skills transfer where there is responsibility for the management of learning for the nurse being monitored.
7. The ultimate responsibility for the evaluation is the Hospital's. While the mentor can evaluate based on goals and expectations, the Professional Development Committee can evaluate the effectiveness of mentorship relationships within the Hospital, the Hospital is ultimately responsible for the evaluation of the nurse.

Dated at London, Ontario, this 6th day of July, 2006.

FOR THE EMPLOYER

Wendy Webb

Heather Whyte

Sharon Morgan

Angela Burch

Silvie rawford

Pauline denOuden

Susan Rieger

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FOR THE UNION

Barb Conlon RN  
Labour Relations Officer

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Diane Strachan

**LETTER OF UNDERSTANDING**

Between:

**LONDON HEALTH SCIENCES CENTRE**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Full Time Clinical Nurse Specialists and Full Time Nurse Clinicians

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

1. The Hospital will ensure the Full Time Clinical Nurse Specialists and Nurse Clinicians will be scheduled a minimum of one thousand nine hundred and fifty (1,950) hours in a calendar year. A normal workweek shall consist of thirty-seven and one half (37.5) hours.
2. The Clinical Nurse Specialists and Nurse Clinicians will self-schedule and due to the nature of the work, there will be flexible scheduling of hours in accordance with his/her workload. The Clinical Nurse Specialists and Nurse Clinicians will adjust his/her schedule to compensate for the variations in that load. Such flexible schedule will not result in premium pay under the scheduling provisions contained at Appendix 5 of the collective agreement.
3. The Clinical Nurse Specialists and Nurse Clinicians who work in excess of 75 hours biweekly shall have the option of electing payment at the applicable premium rate. Hours worked in excess of seventy-five (75) hours biweekly may also be taken as time in lieu at the rate of time and one half, at a time mutually agreeable to the Clinical Nurse Specialists and Nurse Clinicians and his/her manager, as per Article 14.09 and F-5 of the Collective Agreement.

Re: Full Time Clinical Nurse Specialists and Full Time Nurse Clinicians  
Page two

Dated at London, Ontario, this 6<sup>th</sup> day of July, 2006.

FOR THE EMPLOYER

FOR THE UNION

Wendy Webb

Barb Conlon RN  
Labour Relations Officer

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**LETTER OF UNDERSTANDING**

Between:

**LONDON HEALTH SCIENCES CENTRE**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Full-Time Nurse Case Managers

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

1. The Hospital will ensure the Full Time Nurse Case Managers will be scheduled a minimum of one thousand nine hundred and fifty (1,950) hours in a calendar year. A normal workweek shall consist of thirty-seven and one half (37.5) hours or seventy five (75) hours per pay period.
2. In respect of the Nurse Case Manager classifications that fall within the scope of the bargaining unit, the parties agree that these individuals will be self-schedulers who average thirty-seven and one half (37.5) hours per week over a six (6) week period. It is understood that the Nurse Case Managers that are currently working a blended full time rotation that includes both 7.5 hour tours and 11.25 hour tours may continue to work a mix of 7.5 hours tours and 11.25 hour tours. It is agreed that weekend, shift premiums as well as overtime premiums in excess of these shifts as contemplated by the collective agreement are applicable. Also those Nurse Case Managers that are required to work shifts and to rotate shifts that include weekend coverage, will be protected by the scheduling language in the Appendix 5 of the Local Collective Agreement. Those Nurse Case Managers that work either Monday to Friday days only, or days and evenings, will also be covered by the scheduling provisions of the Local portion of the Collective agreement.

Re: Full Time Nurse Case Managers  
Page two

Dated at London, Ontario, this ~~6th~~ day of ~~July~~, 2006.

FOR THE EMPLOYER

FOR THE UNION

Wendy Webb

Barb Conlon RN  
Labour Relations Officer

Heather Whyte

Jill Ross

Sharon Morgan

Dawn Blenkhorn-Bax

Angela Burtch

Ingrid Ries

Silvie Crawford

Deborah King

Pauline denOuden

Diane Vinet

Susan Rieger

Carol Farrell

\_\_\_\_\_

Phyllis Malek

\_\_\_\_\_

Diane Strachan

**LETTER OF UNDERSTANDING**

Between:

**LONDON HEALTH SCIENCES CENTRE**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Unit Weekend Worker Schedule #1

Written request to be considered for a Unit Weekend Worker Schedule shall be submitted by the nurse to the Unit's Patient Care Coordinator. Details pertaining to the specific unit will be set out in a separate document.

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

Introduction and Trial of the Unit Weekend Schedule:

- (a) Where an application from a nurse has been received and where there is a demonstrated need for weekend staff, the Hospital and the Union will meet to discuss the implementation of such a schedule.
- (b) When eighty-five percent (85%) of the employees on a Unit indicate by secret ballot their willingness to participate in a master schedule that accommodates the Unit Weekend Worker, the Union and the Employer will meet forthwith to arrange for such a trial. The secret ballot will be conducted solely by the Union and the Union will post the results.
- (c) A trial of the Unit Weekend Schedule will run for a twelve (12) month period, to be agreed upon by the parties. After six (6) months of the trial period, a meeting will be held with the unit, Hospital and the Union to evaluate the trial period and to make recommendations to improve the schedule, if needed. In the event any schedule changes are recommended, a further vote will then be conducted on the unit. Where the nurse in the weekend worker assignment agrees, and at least eighty-five percent (85%) of the nurses on the unit indicate their willingness to continue with the newly revised schedule, the arrangement will continue. Should changes to the schedule not be made, a vote shall not be required, and providing the weekend worker nurse agrees, the arrangement shall continue. At the end of the trial period, the nurse may opt to continue to work the weekend schedule on a permanent basis, or to return to her regular position.

Re: Unit Weekend Worker Schedule #1  
Page Two

2. Discontinuation

- (a) Nurses in these positions may discontinue the Weekend Schedule with ninety (90) days notice.
- (b) Either the Hospital or the Union may discontinue the Weekend Schedule with ninety (90) days notice. Upon receipt of such notice, a meeting will be held between the parties to discuss the discontinuation. It is understood that such discontinuation shall not be unreasonable or arbitrary.
- (c) Should the Weekend Schedule be discontinued, the nurse in the position will, if practical, revert to the rotation of the Unit in place at the time the Weekend Worker schedule was implemented. If necessary, a revised schedule will be created.

3. Averaging of Hours

- (a) The Hospital, The Weekend Worker and the Union will meet to determine the scheduling of either:
  - i) sixteen (16) extended (11.25 hours) tours in a six (6) week period, or
  - ii) twelve (12) extended (11.25 hours) tours and 6 normal daily tours (7.5 hours)in a six week period, before the weekend schedule is implemented.

4. Paid Holidays and Vacation Bank

- (a) The Unit Coordinator shall allow a nurse in the Unit Weekend Worker arrangement, subject to approval, to carry over paid holiday and vacation bank credits.

5. Scheduling Provisions

- (a) It is expected that from time to time the weekend worker may need to be scheduled on weekdays to attend necessary in-service programs. In consultation with the weekend worker, her rotational schedule will be adjusted and implemented in order to accommodate this requirement.

Re: Unit Weekend Worker Schedule #1  
Page Three

Dated at London, Ontario, this 6th day of July, 2006.

FOR THE EMPLOYER

FOR THE UNION

Wendy Webb

Barb Conlon RN  
Labour Relations Officer

Heather Whyte

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Diane Vinet

Susan Rieger

Carol Farrell

\_\_\_\_\_

Phyllis Malek

\_\_\_\_\_

Diane Strachan

**BALLOT FORM**

An application has been received from a nurse on your  
unit  
to become a Unit Weekend Worker.

Are you prepared to entertain the introduction of a  
Unit Weekend Worker on

\_\_\_\_\_ (Unit Name)

to accommodate the request of one of your peers,  
and which may affect the master rotation?

\_\_\_\_\_ YES

\_\_\_\_\_ NO

In the event that 85% of the ballots cast are in favour of the  
weekend worker arrangement, a subsequent vote will be  
held to facilitate the changes that may be required to  
accommodate this request.

Ballots will be accepted on the unit from \_\_\_\_\_ (date)  
to \_\_\_\_\_ (date).

(Name) Coordinator  
(Unit Name)  
London Health Sciences Centre

(Date)

**LETTER OF UNDERSTANDING**

Between:

**LONDON HEALTH SCIENCES CENTRE**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Article 13.04 Weekend Worker Schedule Letter #2

1. Introduction and Trial of the Weekend Worker Schedule

- (a) Where an application from a nurse has been received, and where there is a demonstrated need for a weekend staff, the Hospital and the Union will meet to discuss the implementation of such a schedule.
- (b) The position is in addition to the current Full Time positions that exist within the patient care unit.
- (c) A trial period of the Weekend Worker Schedule will run for a six (6) month period, to be agreed upon by both parties. At the conclusion of the trial period, a meeting will be held to allow the Hospital and the Union to evaluate terms, conditions and need for a Weekend Worker Schedule.
- (d) The Hospital, the Weekend Worker and the Union will meet to determine the scheduling of either:
  - i) sixteen (16) extended (11.25 hours) tours in a six (6) week period, or
  - ii) twelve (12) extended (11.25 hours) tours and six (6) normal daily tours (7.5 hours)in a six week period, before the weekend schedule is implemented.
- (e) During the trial period, the Weekend Worker's regular position will be filled on a temporary basis.
- (f) Should either the Hospital or the Weekend Worker choose not to implement the Weekend Worker Schedule arrangement on a permanent basis, the Weekend Worker shall return to his/her position in the regular rotation.

2. Conditions of a Permanent Weekend Worker Schedule

- (a) Providing the hospital and the Weekend Worker agree to continue the Weekend Worker Schedule arrangement, the position will then be posted.

Re: Article 13.04 Weekend Worker Schedule Letter #2  
Page two

- (b) A Weekend Worker participating in a permanent Weekend Worker Schedule arrangement will be required to utilize the competitive internal job posting process in order to terminate the arrangement.
- (c) Notwithstanding the above, the Hospital and the Union may meet to negotiate the termination of the arrangement and the return of the Weekend Worker to the regular unit rotation.
- (d) The Hospital, the Weekend Worker and the Union will meet to determine the schedule before the weekend schedule is implemented on a permanent basis.
- (e) The departmental Coordinator shall allow the Weekend Worker, subject to approval, to carry over paid holiday and vacation bank credits.
- (f) It is expected that, from time to time, the Weekend Worker may need to be scheduled on weekdays to attend necessary in-service programs. In consultation with the Weekend Worker, the rotational schedule will be adjusted and implemented in order to accommodate this requirement.

Dated at London, Ontario, this 6th day of July, 2006.

FOR THE EMPLOYER

FOR THE UNION

Wendy Webb

Barb Conlon RN  
Labour Relations Officer

Heather Whyte

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Susan Rieger

Carol Farrell

\_\_\_\_\_

Phyllis Malek

\_\_\_\_\_

Diane Strachan



LF 47

**LETTER OF INTENT**

Dear:

This letter will confirm that 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. This letter shall be appended to the agreement.

Yours truly

for London Health Sciences Centre

Selma Hijazi  
Coordinator  
Personnel Services and Labour Relations

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