

Date: November 4, 2020

To: ONA members, Local 100 Bargaining Unit

From: Carol Young Ritchie, EVP Chief Nursing and Health Disciplines Officer, LHSC
Ricki Leigh Dolsen, ONA Local 100 Bargaining Unit President

Subject: LHSC and ONA Agreement on Workplace Violence Training

At London Health Sciences Centre, the health and safety of all staff, physicians and patients is a top priority. As you may be aware, LHSC and ONA agreed to consolidate previous appeals related to high risk workplace violence training before the Ontario Labour Relations Board (OLRB). As result of the OLRB hearing we are now pleased to share with you that we have agreed to work collaboratively by entering into a Minutes of Settlement agreement (MOS) and to provide the following details related to the provisions of the new Workplace Violence Training:

- ONA nurses working in units identified as low risk will receive medium risk violence training and then refresher training at regular intervals. This includes nurses whose employment duties requires them to attend units of different risk ratings occasionally or intermittently.
- Clinical leaders, supervisors, and clinical educators assigned to high risk units will receive high risk training. All leaders and supervisors assigned to a specific clinical unit will receive, at minimum, the ilearn course and two hours of verbal de-escalation training.
- Only ONA nurses who have been high risk trained will perform such tasks as “escorts or holds a person against their will”, except for the purpose of applying restraints
- ONA Nurses will receive pinel restraint training during corporate orientation and/or as part of medium risk training
- All ONA nurses permanently working on high risk units will receive pinel restraint refresher training at appropriate intervals
- All ONA nurses who have not received pinel restraint training and might reasonably be required to apply them in the course of their employment duties will receive such training
- LHSC will continue to provide sharp edge weapon training that instructs nurses to disengage with a patient that has or asserts to have a sharp edge weapon
- All ONA nurses attending high risk units will be provided personal panic alarms if functional and readily available. If not functional or available a screamer will be provided
- Training will commence as soon as possible, prioritized by LHSC in consultation with ONA, with consideration for availability of space, scheduling, class sizes and provincial COVID 19 precautions

In addition, we have agreed to establish a committee composed of four ONA members, and four LHSC management members (one of whom represents senior management) to discuss, develop and review the workplace violence prevention training curriculum with the common objective to ensure effective and quality training to protect all nurses from workplace violence. This work will also include ONA Committee members sharing the views and feedback on issues facing ONA members when working in high risk units.

The committee will use their best efforts to develop a consensus on recommendations, if any, related to changes to the workplace violence prevention training curriculum and will remain focussed on the content of the workplace violence prevention training.

In closing, we are pleased to be moving forward jointly to implement the new workplace violence training that will help ensure the safety of all.

If you have further questions or concerns, please reach out to the Local ONA Office.

Sincerely,

Carol Young-Ritchie and Rick Leigh Dolsen

THIS IS AN AGREEMENT made the 7th day of October, 2020

ONTARIO LABOUR RELATIONS BOARD

IN THE MATTER OF
AN APPEAL OF INSPECTOR'S ORDER
Occupational Health and Safety Act

Case No. 3858-18-HS

BETWEEN

London Health Sciences Centre

Applicant

- and -

A Director under the *Occupational Health and Safety Act*,
Ontario Nurses Association, Ontario Public Service Employees Union Local 106,
UNIFOR Local 27, Canadian Office and Professional Employees Union (COPE)
Local 468, Professional Institute of the Public Service of Canada (PIPSC),
Professional Association of Residents of Ontario (PARO), and
Ontario Nurses Association - Radiation Therapists & Dosimetrists

Responding Parties

AND IN THE MATTER OF
AN APPEAL OF INSPECTOR'S ORDER
Occupational Health and Safety Act

Case No. 0741-19-HS

BETWEEN

Ontario Nurses' Association

Applicant

- and -

A Director under the *Occupational Health and Safety Act*,
and London Health Sciences Centre

Responding Parties

MINUTES OF SETTLEMENT

WHEREAS:

1. The London Health Sciences Centre ("LHSC") is a public hospital with hospitals and health care facilities in a number of locations in London, Ontario including the Victoria Hospital and the University Hospital.

2. The Appellant, the Ontario Nurses' Association ("ONA") is the exclusive bargaining agent for registered nurses ("RNs"), save and except managers, employed in a nursing capacity at LHSC.
3. On December 13, 2018 a Ministry of Labour ("MOL") Inspector, Emily Merfield, attended at the Victoria Hospital and issued to LHSC two (2) orders as set out in Field Visit Report No. 02821MWKL462 ("FVR 462"). The first order in FVR 462 ("Order No. 1") was based upon an alleged contravention of section 25(2)(a) of the *Occupational Health and Safety Act* ("OHSA"). The second order of FVR 462 ("Order No. 2"), was an order requiring delivery to the MOL of a Compliance Plan with respect to Order No. 1. Those orders were as follows:

NO.	OHSA SECTION	TEXT OF ORDER
1.	25(2)(a)	The employer shall provide information, instruction and supervision to a worker to protect the health or safety of the worker. At the time of visit, not all workers working in areas identified by the employer as high risk of violence, were trained in high risk violence training.
2.	57(4)	The employer shall submit to the ministry a compliance plan prepared in the manner and including such items as required by the order.

4. LHSC appealed the December 13, 2018 Orders of the Inspector pursuant to section 61 of the OHSA and the MOL rescinded the Orders.
5. On February 21, 2019 the MOL Inspector re-attended at the Victoria Hospital as a continuation of the Field Visit of December 13, 2018. On that date the MOL Inspector issued to LHSC the order as set out in Field Visit Report No. 02821NDQM550 ("FVR 550"). The order was based upon the alleged contravention of section 25(2)(a) of the OHSA ("Order") upon which the orders of December 13, 2018 were based. The Order was set out as follows:

NO.	OHSA SECTION	TEXT OF ORDER
1.	25(2)(a)	The employer shall provide information and instruction to workers who are required to transfer from University Hospital ICU (medium risk of violence) to Victoria Hospital Medicine Unit (high risk of violence) as determined by the employers violence risk assessment. At the time of visit information was provided to this inspector that a nurse working in the ICU at University Hospital (deemed medium risk by employer) was required

OHSA	TEXT OF ORDER
NO. SECTION	

to perform work on a Medicine Unit at Victoria Hospital (deemed high risk by employer) without information and instruction on any additional measures and procedures that were in place in the Medicine Unit of Victoria Hospital for the purpose of protecting workers from the risk of workplace violence.

6. On or about May 1, 2019, an MOL Inspector, Beth Nethercott, attended at LHSC to conduct an investigation. The Inspector was accompanied by a member of the Joint Health and Safety Committee ("JHSC"). The Inspector issued Field Visit Report No. 03173N/CP885 ("FVR 885") following this visit. No orders were issued. ONA appealed pursuant to section 61 of the OHSA the failure of the MOL to have issued orders to LHSC.
7. LHSC and ONA have agreed to consolidate these appeals before the Ontario Labour Relations Board ("OLRB").
8. LHSC has advised ONA that, in consultation with the LHSC Joint Occupational Health and Safety Committee ("JHSC"), it is in the process of revising the workplace violence prevention training that it provides to LHSC workers and the revised workplace violence prevention training will no longer be based upon the workplace violence prevention training materials purchased from the Safe Management Group ("SMG") and, instead, will use the workplace violence prevention training materials from the Crisis Prevention Institute ("CPI").
9. The parties wish to resolve all issues arising out of the two appeals and have therefore entered into these Minutes of Settlement ("Agreement").

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT:

1. The recitals set out in this Agreement are an integral part of the Agreement.
2. In this Agreement:
 - (a) "permanently assigned" means the position or assignment of an ONA nurse to an LHSC area or unit for an indefinite period of time within which area or unit that ONA nurse on a routine basis carries out the ONA nurse's employment duties and which unit is sometimes referred to as the home unit of the ONA nurse;
 - (b) "temporarily reassigned" means the assignment of an ONA nurse from the specific LHSC clinical unit to which the ONA nurse is permanently assigned to another LHSC clinical unit for any period of time longer than two (2) shifts

in a period of two (2) consecutive pay periods. It is understood that nothing in this settlement derogates from the collective agreement and Article 10.08.

- (c) "Transitory Teams" means those teams of ONA nurses set out at Schedule A to this Agreement;
 - (d) "Low Risk Unit", "Medium Risk Unit" and "High Risk Unit" mean the level of assessment of the risk of workplace violence for those units as determined by LHSC, in consultation with the JHSC, in accordance with the Workplace Violence Risk assessment Toolkit published by the Public Services Health and Safety Association;
 - (e) "Low Risk Training" is that iLearn training that at present is provided to all LHSC workers;
 - (f) "Medium Risk Training" is that training provided over one (1) day, at the time of the execution of this Agreement to LHSC workers who are permanently assigned to a Medium Risk Unit although the content and duration of this training may, as provided for in this Agreement, change; and,
 - (g) "High Risk Training" is that training provided over a two (2) day period, at the time of the execution of this Agreement, to LHSC workers permanently assigned to a High Risk Unit although the content and duration of this training may, as provided for in this Agreement, change.
3. Those ONA nurses who have been permanently assigned to a Low Risk Unit, and all ONA nurses who in future are permanently assigned to a Low Risk Unit, will receive Medium Risk Training. Thereafter, those ONA nurses will receive refresher Medium Risk Training at recurrent intervals, as determined following the workplace violence prevention training review set out in sections 11 to 20 inclusive below.
4. For clarity an ONA nurse, including an ONA nurse assigned to a Transitory Team, who is not permanently assigned to a High Risk Unit but whose employment duties require that the ONA nurse attend at a High Risk Unit on an occasional or intermittent basis will receive Medium Risk Training. That training will continue to focus on the de-escalation and physical intervention skills that an ONA nurse requires to extract themselves from a situation in which there may be a risk of violence. LHSC will continue to emphasize to all ONA nurses that the LHSC policy and procedure is that only those individuals, including but not limited to ONA nurses, who have received High Risk Training are to provide escort or to hold a person against that person's will except for the purpose of placing a patient in a Pinel restraint. The term "escort" and the phrase "holding a person against that person's will", are defined in the workplace violence prevention training currently in place at LHSC, which term and phrase may be amended as that workplace violence prevention training is revised as provided for in this Agreement.

5. An ONA nurse who is temporarily reassigned by LHSC from the unit to which the ONA nurse is permanently assigned to a High Risk Unit for any period of time longer than two shifts in a period of two (2) consecutive pay periods will receive High Risk Training save and except that this does not apply to ONA nurses on a Transitory Team who will not receive High Risk training.. That said an ONA nurse on a Transitory Team who is permanently assigned to a High Risk Unit will receive High Risk Training.
6. Clinical leaders, supervisors and clinical educators assigned to a High Risk Unit will receive High Risk Training. All leaders and supervisors assigned to a specific LHSC clinical unit will receive, at a minimum, the iLearn course and the two hours of verbal de-escalation training.
7. All ONA nurses will continue to receive training in the LHSC Pinel restraint policies and the means by which Pinel restraints are to be used. This training will be provided during the corporate nursing orientation training given to ONA nurses and/or as part of the Medium Risk Training. In addition, all ONA nurses permanently assigned to a High Risk Unit will receive refresher training with respect to the LHSC policies relevant to the use of Pinel restraints in the unit to which the ONA nurse is permanently assigned, which refresher training will be provided at the appropriate intervals. In addition, any ONA nurses who have never received pinel restraint training, and who's employment duties might reasonably require them to apply Pinel restraints shall receive such training within twelve months of the signing of these minutes. Nothing in this section limits the Committee, established in section 12 below, from incorporating Pinel Training in the workplace violence prevention training. It is agreed and understood that reference to Pinel restraints is a reference to a brand of restraint which may be replaced by another restraint provider without such a change constituting a breach of this Agreement.
8. LHSC will continue to provide to ONA nurses training with respect to sharp edged weapons. The training occurs during both Medium Risk Training and High Risk Training and directs an ONA nurse, if confronted by a patient who has, or asserts that he or she has, a sharp edged weapon, to disengage from the patient by taking the following steps: immediately activate the ONA nurse's portable panic alarm or screamer as the case may be, attempt to place an object such as a chair between the patient and the ONA nurse, withdraw from any contact with the patient and immediately contact LHSC security if security has not already been contacted in response to the personal panic alarm or screamer.
9. All ONA nurses attending at a High Risk Unit will be provided with a portable panic alarm if portable panic alarms are functional and readily available in the High Risk Unit at which the ONA nurse attends or, if portable panic alarms are not functional and readily available in that High Risk Unit, a screamer will be provided to the ONA nurse. Further, the location of all fixed panic alarms will be brought to the attention of every ONA nurse attending on a High Risk Unit.

10. The training particularized in paragraphs 2 to 7 inclusive above will commence as soon as possible based upon a prioritization of the order in which the ONA nurses will receive the training, which prioritization will be determined by LHSC in consultation with ONA. The commencement and scheduling of training will take into account availability of space, scheduling issues, the need to ensure that class sizes are consistent with LHSC and provincial COVID-19 precautions, the desirability of attempting, where possible, to group training attendees by job functions or roles in order to enhance the efficacy of the training, and the possibility that the training of some ONA nurses may have to be rescheduled if there is an immediate need for those specific ONA nurses to be assigned to clinical units due to COVID-19 related issues. A missed scheduled training session will be rescheduled as soon as possible thereafter.
11. It is agreed that LHSC will continue to take the steps necessary to transition the LHSC workplace violence prevention training from the training components and training materials currently in use which are based, in part, upon the Safe Management Group ("SMG") workplace violence prevention training materials to the workplace violence prevention training materials provided by the Crisis Prevention Institute ("CPI").
12. It is agreed that as part of the transition from SMG based workplace violence prevention training to CPI based workplace violence prevention training, LHSC will establish a committee ("Committee") composed of four (4) members of ONA and four (4) management members of LHSC one of whom will be a member of the LHSC Senior Management Group to:
 - (a) review and identify the content of the workplace violence prevention training to be provided to ONA nurses;
 - (b) discuss the respective views of the ONA and LHSC managerial representatives as to the reasonable requirements and expectations for the workplace violence prevention training to be provided to ONA nurses with the common objective to provide effective and quality training to protect all nurses from workplace violence which discussion will include the training to be provided to ONA nurses on the Transitory Teams;
 - (c) solicit from the ONA Committee members their views and feedback on issues that are facing ONA nurses working on High Risk units, whether on a regular, intermittent or occasional basis; and,
 - (d) use their best efforts to develop a consensus on recommendations, if any, for revisions to the workplace violence prevention training, as provided for in this Agreement. It is understood and agreed that a failure to develop a consensus with respect to recommendations, if any, to LHSC does not preclude individual members of the Committee or ONA itself, from providing

comments and feedback to LHSC as provided for in section 16 of this Agreement.

13. It is agreed the discussions of the Committee will focus on the content of the workplace violence prevention training to meet the needs of ONA nurses rather than the time to be allocated to conduct that training. The content of the workplace violence prevention training content to be discussed by the Committee may include all components of the current training and CPI training. The Committee shall be free to discuss what should be the components of the workplace violence training program and which components should be provided to ONA nurses. It is further agreed that both the ONA and the LHSC members of the Committee will seek to engage in a good faith and meaningful consultation and will conduct the discussions in an objective and collaborative manner without any prior settled view as to what should be the workplace violence prevention training components and the duration of the training that is required to ensure adequate and appropriate training of ONA nurses on those components.
14. It is agreed that the members of the Committee may themselves consider, as part of their discussions, the content of workplace violence prevention training in other like institutions – two (2) such institutions to be suggested by ONA and two (2) such institutions to be suggested by LHSC – and the duration of the workplace violence prevention training in those institutions.
15. It is agreed that the Committee will determine the frequency of its meetings, the duration of those meetings and shall report to the Senior Management Group at LHSC within four (4) months following the execution of this Agreement. However, the Committee may, itself, conclude its discussions prior to that point in time and deliver its recommendations, if any, to LHSC earlier after having completed its discussions. Any extension of the timelines shall be by mutual consent of the Committee.
16. The LHSC Senior Management Group will not finalize its proposed workplace violence prevention training based upon the CPI course materials until LHSC receives the recommendations, if any, of the Committee and the comments and feedback of ONA irrespective of whether or not such comments and feedback were included in any recommendations of the Committee.
17. The LHSC Senior Management Group will carefully and fairly consider the recommendations, if any, of the Committee and the comments and feedback from ONA that is not part of a recommendation of the Committee, provide a response to the Committee with respect to both any recommendations of the Committee and any comments and feedback of ONA that are not included in the recommendations of the Committee. LHSC will provide the Committee and ONA with an opportunity to provide comments and feedback for reconsideration of the response of LHSC.

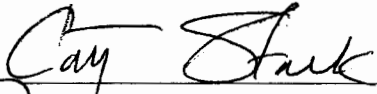
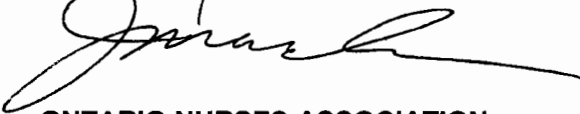
18. LHSC will thereafter and after having complied with section 15 of this Agreement prepare a detailed outline of the workplace violence prevention training to be provided to ONA nurses based in part upon the CPI workplace violence prevention training components and training materials and further advise of the duration of that training.
19. LHSC will then consult with the JHSC with respect to its proposal for revised workplace violence prevention training.
20. LHSC having considered the recommendations, if any, of the Committee and the comments and feedback from both ONA and the JHSC, will then proceed to implement the revised workplace violence prevention training based, in part, on the CPI workplace violence prevention training materials.
21. After the implementation of the workplace violence prevention training referred to in section 18 of this Agreement, any ONA nurse who may not have received the High Risk or Medium Risk training referred to in section 3 and 5, as the case may be, of this Agreement will receive the appropriate workplace violence prevention training which will be based upon the revised workplace violence prevention training as soon as is reasonably practicable after any such ONA nurse returns to active employment duties.
22. Within 1 month of the signing of this agreement, the parties agree to provide a joint communique to the ONA bargaining unit regarding the provision of the new training identified above and the formation of the Committee.
23. It is further understood that the resolution of this matter is confined to the Orders so resolved.
24. The parties agree that the two applications to the OLRB are adjourned *sine die* for a period of nine months following the signing of these minutes at which time either party will advise the OLRB of the status of the matter. The Ontario Labour Relations Board shall remain seized in respect of any dispute regarding the enforcement of this settlement during the *sine die* period. The parties acknowledge that due to the COVID-19 pandemic that this timeline may be extended.
25. In the event of a dispute regarding the enforcement of these Minutes of Settlement the parties may jointly request the assistance of the assigned OLRB mediator in order to resolve the dispute.
26. The parties agree that the parties waive any doctrine, rule or presumption that any ambiguity in the meaning of any term of this Agreement be resolved against the party responsible for drafting the Agreement.
27. The settlement as particularized in this Agreement is without prejudice to any position that either one of the parties may take in other proceedings.

- 28. Nothing in this agreement precludes either party from enforcing their rights under the *Occupational Health and Safety Act*.
- 29. This Settlement may be executed in one or more counterparts and, when executed by the parties to this Settlement, shall be effective as one Settlement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

DATED at the City of London
this 7th day of October, 2020

LONDON HEALTH SCIENCES CENTRE

Per: 


DATED at the City of London
this 7th day of October, 2020

ONTARIO NURSES ASSOCIATION

Per: 