

Current Article	
B-4	<u>Grievance Committee</u> It is understood that in dealing with grievances the Hospital will meet with a Grievance Committee of eight (8) union representatives, four (4) of which will be either regular part-time or casual and one of which will be the Bargaining Unit President or designate.
Revised Article	
B-4	<u>Grievance Committee</u> It is understood that in dealing with grievances the Hospital will meet with a Grievance Committee of eight (8) union representatives, four (4) of which will be either regular part-time or casual and one of which will be the Bargaining Unit President or designate.

B-6 (NEW)	<u>Joint Health and Safety Committee</u> In accordance with Article 6.05(e), there will be no more than eleven (11) bargaining unit employee(s) for the Hospital's multi-site Joint Health and Safety Committee. Should the Hospital change from a multi-site Joint Health and Safety Committee to a single site Joint Health and Safety Committee there will be no more than eleven (11) bargaining unit representatives from the entire combined single site Joint Health and Safety Committees. The Union will determine the distribution of ONA members for a single site Joint Health and Safety Committee.
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Current Article	
E-3	Full-time and Regular Part-time only: The equivalent time off referred to in Article 14.09 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 nurse and Manager or designate. If the nurse and Manager or designate mutually agree, the time off may be retained beyond the time referenced above to a maximum of 37.5 hours. Such time off will not be retained beyond March 31 st of each year unless approved by the nurse's Manager or designate.
Revised Article	
E-3	Full-time and Regular Part-time only: The equivalent time off referred to in Article 14.09 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 nurse and Manager or designate. If the nurse and Manager or designate mutually agree, the time off may be retained beyond the time referenced above to a maximum of 37.5 hours. Such time off will not be retained beyond March 31st of each year unless approved by the nurse's Manager or designate. Where a nurse has elected to take the equivalent time off pursuant to Article 14.09, such time will be taken at a mutually agreeable time. No nurse may have more than seventy-five (75) straight time hours accumulated at any time.

Current Article	
E-4	<p>After the schedule is posted and should overtime be requested by the Hospital, the tour will be first offered to full-time nurses on the basis of rotating seniority, prior to offering to regular part-time nurses on the unit. Casual nurses will be offered after regular part-time nurses. If such tour results in any additional premium payment (e.g. consecutive weekend), the shift need not be offered.</p> <p>Full-time nurses who do not wish to be considered for overtime must notify their Manager or designate in writing by March 1st and September 1st each year. In the event a full-time nurse's availability changes from above due to an unforeseen circumstance, such nurse will notify their Manager or designate of such changes in writing. Such changes will be in effect for the remainder of the time period as outlined above.</p>
Revised Article	
E-4	<p>After the schedule is posted and should overtime be requested by the Hospital, the tour will be first offered to full-time nurses on the basis of rotating seniority, prior to offering to regular part-time nurses on the unit. Casual nurses will be offered after regular part-time nurses. Such tours will be offered one at a time in accordance with this article. If such tour results in any additional premium payment (e.g. consecutive weekend), the shift need not be offered.</p> <p>Full-time nurses who do not wish to be considered for overtime must notify their Manager or designate in writing by March 1st and September 1st each year. In the event a full-time nurse's availability changes from above due to an unforeseen circumstance, such nurse will notify their Manager or designate of such changes in writing. Such changes will be in effect for the remainder of the time period as outlined above.</p>

LHSC Highlights - 2018 for Vote

Current Article		
F-1	(a)	Work schedules of six (6) weeks' duration shall be posted at least two (2) weeks in advance. Changes to the posted schedule which are requested in writing by a majority of nurses on a unit, co-signed by a member of the local executive and approved by the Hospital, may be implemented within the six (6) week period by the Hospital. A change in the posted schedule will include a change in shifts as well as a change in tours.
Revised Article		
F-1	(a)	Work schedules of six (6) weeks' duration shall be posted at least two (2) six (6) weeks in advance. Changes to the posted schedule which are requested in writing by a majority of nurses on a unit, co-signed by a member of the local executive and approved by the Hospital, may be implemented within the six (6) week period by the Hospital. A change in the posted schedule will include a change in shifts as well as a change in tours.

Current Article	
F-2	<p>Work schedules of normal daily tours of seven and one half (7 ½) hours shall take into account the following provisions:</p> <p>(d) <u>Request for Exchanges</u> Requests by nurses for exchanges in tours, and reasons for requests, must be submitted in writing at least forty-eight (48) hours in advance and be co-signed by the nurse willing to exchange. Nurses may submit requests for exchanges in schedule for the posted schedule period. up to a three (3) month duration. Such requests shall be considered by his/her Manager or designate in her absence, and where approval is given it shall be in writing. Such requests shall not be unreasonably denied. A denial and reasons for the denial shall be given in writing. It is understood that any such changes shall not result in any overtime or premium payment. It is understood that the Hospital reserves the right to require nurses to work certain shifts for the purposes of reorientation, training, education and appraisal and that such requirements do not constitute unreasonable denial.</p>
Revised Article	
F-2	<p>Work schedules of normal daily tours of seven and one half (7 ½) hours shall take into account the following provisions:</p> <p>(d) <u>Request for Exchanges</u> Requests by nurses for exchanges in tours, and reasons for requests, must be submitted in writing at least forty-eight (48) hours in advance and be co-signed by the nurse willing to exchange. Nurses may submit requests for exchanges in schedule for the posted schedule period. up to a three (3) month duration. Such requests shall be considered by his/her Manager or designate in her absence, and where approval is given it shall be in writing. Such requests shall not be unreasonably denied. A denial and reasons for the denial shall be given in writing. It is understood that any such changes shall not result in any overtime or premium payment. It is understood that the Hospital reserves the right to require nurses to work certain shifts for the purposes of reorientation, training, education and appraisal and that such requirements do not constitute unreasonable denial.</p>

Current Article	
F-3	<p>(a) Work schedules of normal daily extended tours of eleven and one quarter (11 ¼) hours shall take into account the following provisions:</p> <p>iv) <u>Request for Exchanges</u></p> <p>Requests by nurses for exchanges in tours, and reasons for requests, must be submitted in writing at least forty-eight (48) hours in advance and be co-signed by the nurse willing to exchange.</p> <p>Nurses may submit requests for exchanges in schedule for up to a three (3) month duration.</p> <p>Such requests shall be considered by his/her Manager or designate in her absence, 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.</p> <p>It is understood that the Hospital reserves the right to require nurses to work certain shifts for the purposes of reorientation, training, education and appraisal and that such requirements do not constitute unreasonable denial.</p>
Revised Article	
F-3	<p>(a) Work schedules of normal daily extended tours of eleven and one quarter (11 ¼) hours shall take into account the following provisions:</p> <p>iv) <u>Request for Exchanges</u></p> <p>Requests by nurses for exchanges in tours, and reasons for requests, must be submitted in writing at least forty-eight (48) hours in advance and be co-signed by the nurse willing to exchange.</p> <p>Nurses may submit requests for exchanges in schedule for the posted schedule period. up to a three (3) month duration.</p> <p>Such requests shall be considered by his/her Manager or designate in her absence, 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.</p> <p>It is understood that the Hospital reserves the right to require nurses to work certain shifts for the purposes of reorientation, training, education and appraisal and that such requirements do not constitute unreasonable denial..</p>

Current Relevant Article	
F-4	<p><u>Introduction or Discontinuance of Extended Tours</u></p> <p>(a) Extended tours shall be introduced into any unit when:</p> <ul style="list-style-type: none">i) eighty percent (80%) of the nurses in the unit so indicate by secret ballot, andii) the Hospital agrees to implement extended tours, such agreement shall not be withheld in an unreasonable or arbitrary manner. <p>(c) When notice of discontinuation is given by either party in accordance with paragraph (b) above, then:</p> <ul style="list-style-type: none">i) the parties shall meet within four (4) weeks of the giving of notice to review the request for discontinuation; andii) where it is determined that the extended tours will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended.
Changes to Article	
F-4	<p><u>Introduction or Discontinuance of Extended Tours</u></p> <p>(a) Extended tours shall be introduced into any unit when:</p> <ul style="list-style-type: none">i) eighty percent (80%) of the nurses in the unit so indicate by secret ballot, andii) the Hospital agrees to implement extended tours, such agreement shall not be withheld in an unreasonable or arbitrary manner.iii) it is understood that the determination of which nurses in the unit will vote may be adjusted with the mutual agreement of the parties. <p>(c) When notice of discontinuation is given by either party in accordance with paragraph (b) above, then:</p> <ul style="list-style-type: none">i) the parties shall meet within four (4) weeks of the giving of notice to review the request for discontinuation; andii) where it is determined that the extended tours will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended

Current Relevant Article		
F-5	<u>Standby</u>	
	(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, e.g. change due to illness. Changes shall be brought to the attention of the nurse.
Changes to Article		
F-5	<u>Standby</u>	
	(a) i)	The Hospital will notify the Bargaining Unit President or designate prior to initiating on-going standby assignments on any unit.
	ii)	Where standby is part of the rotation, it shall be posted for six (6) weeks, six (6) weeks in advance. Any changes to the standby assignment will be made at least forty-eight (48) hours in advance of the time the standby is in effect, except in situations of short notice, e.g. change due to illness. Changes shall be brought to the attention of the nurse.

Current Article	
G-1	<p><u>Regular Part-Time Commitment</u></p> <p>In accordance with Article 2.05, the predetermined basis upon which the commitment of the regular part-time nurse to be available for work as required and scheduled by the Hospital, except where she is on approved vacation or approved leave of absence, shall be as follows:</p> <p>(a) <u>Regular Part-time "A"</u></p> <ul style="list-style-type: none">▪ Up to forty-eight hours (48) bi-weekly, based on the hours of the defined tours on the unit schedule in accordance with the master schedule▪ A minimum of every other weekend off except where a changeover to the alternate weekend occurs within the rotations as a result of a change in the master▪ Christmas and/or Boxing Day and three (3) of the remaining paid holidays as outlined in Article J, or New Year's Day and four (4) of the remaining paid holidays as outlined in Article J. <p>(b) <u>Regular Part-time "B"</u></p> <ul style="list-style-type: none">• Maximum of either twenty-four (24) or forty-eight (48) hours bi-weekly, based on the hours of the defined tours on the unit schedule. For clarity, a nurse will select to be scheduled to a maximum of either twenty-four (24) or forty-eight (48) hours upon acceptance of a Regular Part-Time "B" position subject to the nurse's option, on reasonable grounds, to change to the other maximum. To change to the other maximum, as of the next posted schedule, the nurse must provide written notice to her Manager or designate; this option may not be exercised more than once in a calendar year.• Three (3) paid holidays per calendar year.• Minimum of one (1) weekend in a four (4) week period but no more than half of the weekends in a posted schedule; in no case shall a nurse be required to work more than two (2) consecutive weekends or parts thereof. <p>(c) <u>Casuals</u></p>

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

- (d) Provisions G-1(a)-(b) shall be waived during the period from mid-December to mid-January (for two rotations, i.e. four (4) week period) in order to facilitate scheduling during Christmas and New Year

Changes to Article

ARTICLE G – PART-TIME COMMITMENT AND SCHEDULING

G-1 Regular Part-Time Commitment

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

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

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

- (b) A minimum of forty-eight (48) scheduled hours biweekly scheduled by the Employer. **For purposes of vacation and in accordance with Article K-1 (g), a week of vacation will be considered as either 18.75 hours or 22.5 hours towards commitment.**

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

- (c) **Christmas and Boxing Day and three (3) of the remaining paid holidays as outlined in Article J, or New Year's Day and four (4) of the remaining paid holidays as outlined in Article J.**

LHSC Highlights - 2018 for Vote

- (d) **Unless mutually agreed, scheduled for no more than four (4) consecutive ten (10) hour tours, or three (3) consecutive twelve (12) hour tours or five (5) consecutive eight (8) hour tours.**

- e) Casuals
All other part-time nurses shall be considered casual nurses..

Current Article	
G-2	<p><u>Regular Part-Time Scheduling</u></p> <p>(a) Work schedules of six (6) weeks' duration shall be posted at least two (2) weeks in advance.</p> <p>(b) <u>Prior to the schedule being posted</u>, scheduling of regular part-time will be as follows:</p> <p><u>Regular Part-time "A"</u></p> <p>i) According to a defined master in accordance with Article G-1 (a).</p> <p>i) Changes to the posted schedule which are requested in writing by a majority of Regular Part-Time "A" nurses on a unit, co-signed by a member of the local executive and approved by the Hospital, may be implemented within the six (6) week period by the Hospital. A change in the posted schedule will include a change in shifts as well as a change in tours.</p> <p>ii) In the event that changes are made to the master rotation in effect in any unit, the Hospital will provide a copy of the new master rotation to the Bargaining Unit President fourteen (14) days in advance of the posting of the new master rotation. If both the Hospital and the Union have identified a violation of the collective agreement in the new master rotation such violation will be remedied prior to the schedule being posted in the unit.</p> <p><u>Regular Part-time "B"</u></p> <p>i) Will be scheduled in accordance with Article G-1(b) by seniority.</p> <p>(c) After the above has been followed and prior to the schedule being posted, any additional shifts on each unit will be offered (except as outlined in G-2 (f)) on each unit in the following order:</p> <p>i) Regular part-time on the unit (excluding job-sharers) on the basis of rotating seniority up to seventy-five (75) hours</p> <p>ii) Nursing Resource Unit nurses who are qualified to perform the available work, up to commitment</p> <p>iii) Casual nurses assigned to the Unit in a fair and reasonable manner</p>

It is understood that the Hospital will not be required to offer shifts which would result in overtime or premium pay.

- (d) After the schedule has been posted, additional shifts which become available on each unit will be offered (except as outlined in G-2 (f)) in the following order:
 - i) Regular part-time on the unit by seniority who have not been scheduled to commitment in accordance with Article G-1.
 - ii) Regular Part-time on the unit (including job- sharers) on the basis of rotating seniority up to seventy-five (75) hours.
 - iii) Nursing Resource Unit nurses who are-qualified to perform the available work, up to seventy-five (75) hours.
 - iv) Casual nurses assigned to the Unit in a fair and reasonable manner.

It is understood that the Hospital will not be required to offer shifts which would result in overtime or premium pay.

- (e) Regular part-time nurses who do not wish to be considered for additional shifts must notify their Manager or designate in writing by March 1st and September 1st each year. In the event a regular part-time nurse's availability changes from above due to an unforeseen circumstance, such nurse will notify their Manager or designate of such changes in writing. Such changes will be in effect for the remainder of the time period as outlined above.
- (f) After the schedule has been posted and should a category "A" or "B" part-time nurse have his/her scheduled shift cancelled within twenty-four (24) hours prior to the commencement of such scheduled shift and should the Hospital have an opportunity within that same twenty-four (24) hour period, the same category A or B part-time nurse will be given the first opportunity to work that shift.
- (g) A tour will be deemed to be offered whenever a call is placed by the Hospital.
- (h) Where the parties agree that a nurse has been missed for a tour in accordance with Article G-2 (c) and (d), the affected nurse will be offered a tour at a time mutually agreed to by the nurse and his/her Manager or designate.

G-3 For the purposes of scheduling during the period mid-December to mid-January the scheduling provision of G-1 (a) may be averaged over a two (2) week period, but shall not exceed three (3) consecutive normal daily extended tours eleven and one-quarter (11.25) hours or five (5) consecutive normal daily tours seven and one-half (7.5) hours.

Revised Article	
G-2	<u>Regular Part-Time Scheduling</u>
	(b) Work schedules of six (6) weeks' duration shall be posted at least six (6) weeks in advance.
	(i) <u>Prior to the schedule being posted</u> , scheduling of regular part-time will be as follows:
	i) All regular part-time nurses on the unit will be scheduled up to their commitment by seniority.
	ii) Regular part-time nurses on the unit will be offered up to seventy-five (75) hours on a biweekly basis on the basis of rotational seniority, then
	iii) Nursing Resource Team regular part time nurses who are qualified to perform the available work, up to commitment
	iv) Offered to casual nurses assigned to the unit in a fair and reasonable manner .
	(j) <u>After the schedule is posted</u> additional shifts which become available on each unit will be offered in the following order:
	i) Regular part-time on the unit by seniority who have not been scheduled to commitment
	ii) Regular Part-time on the unit (including job- sharers) on the basis of rotating seniority up to seventy-five (75) hours.
	iii) Nursing Resource Team nurses who are-qualified to perform the available work, on the basis of rotating seniority up to seventy-five (75) hours.
	iv) Casual nurses assigned to the Unit in a fair and reasonable manner
	The Hospital agrees to utilize a tracking document/process that documents the order in which shifts are offered. The tracking document will made available upon request.

Scheduling will be subject to the following:

- i) Regular part-time nurses who do not wish to be considered for additional shifts **above commitment** must notify their Manager or designate in writing by March 1st and September 1st each year. In the event a regular part-time nurse's availability changes from above due to an unforeseen circumstance, such nurse will notify their Manager or designate of such changes in writing. Such changes will be in effect for the remainder of the time period as outlined above.
- ii) A tour will be deemed to be offered whenever a call is placed.
- iii) It is understood that the Hospital will not be required to offer tours which would result in overtime premium pay;
- iv) After the schedule has been posted and should a ~~category "A" or "B"~~ **regular** part-time nurse have his/her scheduled shift cancelled within twenty-four (24) hours prior to the commencement of such scheduled shift and should the Hospital have an opportunity within that same twenty-four (24) hour period, the same ~~category A or B~~ **regular** part-time nurse will be given the first opportunity to work that shift.
- v) Where the parties agree that a nurse has been missed for a tour in accordance with Article G-2 (**b**) and (**c**), the affected nurse will be offered a tour at a time mutually agreed to by the nurse and his/her Manager or designate.

~~G-3 For the purposes of scheduling during the period mid-December to mid-January the scheduling provision of G-1 (a) may be averaged over a two (2) week period, but shall not exceed three (3) consecutive normal daily extended tours eleven and one-quarter (11.25) hours or five (5) consecutive normal daily tours seven and one-half (7.5) hours.~~

Current Article	
H-1	<p>Leaves of Absence granted in accordance with Article 11.02 of the Collective Agreement shall be subject to the following conditions:</p> <ul style="list-style-type: none"> (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. (c) No more than six (6) nurses at any one time. (c) No more than two (2) nurses from one unit. (d) No more than a cumulative total of seven hundred and fifty (750.0) hours for all nurses in a fiscal year (April 1 to March 31).
Revised Article	
H-1	<p>Leaves of Absence granted in accordance with Article 11.02 of the Collective Agreement shall be subject to the following conditions:</p> <ul style="list-style-type: none"> (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 six (6) ten (10) nurses at any one time, unless approved by the Hospital. (c) No more than two (2) nurses from one unit. The Hospital may approve the leave of more than two (2) nurses from one unit and such approval shall not be unreasonably denied. (d) No more than a cumulative total of seven hundred and fifty (750.0) hours for all nurses in a fiscal year (April 1 to March 31).

Current Relevant Article	
H-2	<p><u>Bargaining Unit President</u></p> <p>(e) The Bargaining Unit President and the Employee and Labour Relations Director or designate will meet and document on a monthly basis business arising from the Collective Agreement. Where possible this meeting will be scheduled in conjunction with prescheduled Step 2 meetings.</p> <p>(f) It is understood that at anytime either party may request a meeting to discuss and seek resolution to issues arising from this agreement.</p>
Changes to Article	
H-2	<p><u>Bargaining Unit President</u></p> <p>(e) The Bargaining Unit President and the Employee and Labour Relations Director responsible for the Hospital's Labour Relations or designate will meet and document on a monthly basis business arising from the Collective Agreement. Where possible this meeting will be scheduled in conjunction with prescheduled Step 2 meetings.</p> <p>(f) It is understood that at any time either party may request a meeting to discuss and seek resolution to issues arising from this agreement.</p>

Current Article

ARTICLE K – VACATIONS

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

- (a) The Hospital shall establish baseline vacation quotas for each nursing unit which shall not be unduly restrictive. The quota will include only members of the bargaining unit.
- (b) The baseline vacation quotas for each unit as set by the Manager or designate will be filed with the Bargaining Unit President on or prior to February 15th of each year for the period of June 1st to May 31st and will be posted on each applicable unit planner. It is understood that the full-time and regular part-time quotas may be integrated in units where only one (1) nurse is allowed off in a twenty-four (24) hour period.
- (d) **For the Period of June 1st to November 30th**

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

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

- i) Top one third of the senior nurses submit on the planner and in writing by March 15th
- ii) The planner with approved vacation will be posted by the Manager or designate by March 30th
- iii) The remainder of the nurses on the unit submit on the planner and in writing by April 15th
- iv) The final approved vacation planner will be posted on the unit by May 1st and a copy will be provided to the Bargaining Unit President
- v) At the time the final approved vacation planner is posted, should either a full-time or part-time vacation quota remain available, such vacation will be offered to full-time and regular part-time nurses on the unit in the following manner:
 - a. Posted on the unit from May 1st to May 7th
 - b. Vacation will be offered by integrated seniority to nurses that apply in writing to the Manager or designate within the May 1st to May 7th period.
- vi) Vacation requested in a manner not in compliance with (c)i) through to (c)iv) will be considered on a first come first served basis subject to the operational requirements of the Hospital and will not be unreasonably denied. Such requests will be responded to within three (3) weeks, and will only be approved by the Manager or designate for times that are available up to May 31. If the vacation request is within the three (3) week period

as outlined in this article, it will be responded to in a shorter time.

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

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

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

- i) Top one third of the senior nurses submit on the planner and in writing by September 15th
- ii) The planner with approved vacation will be posted by the Manager or designate by September 30th
- iii) The remainder of the nurses on the unit submit on the planner and in writing by October 15th
- iv) The final approved vacation planner will be posted on the unit by November 1st and a copy will be provided to the Bargaining Unit President
- v) At the time the final approved vacation planner is posted, should either a full-time or part-time vacation quota remain available, such vacation will be offered to full-time and regular part-time nurses on the unit in the following manner:
 - a. Posted on the unit from November 1st to November 7th
 - b. Vacation will be offered by integrated seniority to nurses that apply in writing to the Manager or designate within the November 1st to November 7th period.
- vi) Vacation time will not normally be granted between December 15 and January 15. Where the operational requirements of the Hospital allow, vacation may be granted during this period. Where the Hospital has granted a nurse's request for vacation during this period, it is understood that the Hospital may not be able to grant five (5) consecutive days off at Christmas or New Year's to that nurse.
- vii) Vacation requested in a manner not in compliance with (d)i) through to (d)iv) will be considered on a first come first served basis subject to the operational requirements of the Hospital and will not be unreasonably denied. Such requests will be responded to within three (3) weeks, and will only be approved by the Manager or designate for times that are available up to November 30. If the vacation request is within the three (3) week period as outlined in this article, it will be responded to in a shorter time.

- (e) If a nurse leaves the unit and the vacation time requested by that nurse continues to remain available, the following process will be followed:
- i) Posted within the unit for one week (seven calendar days).

	<ul style="list-style-type: none"> ii) The time will be offered by seniority to nurses that apply in writing within the one week posting. iii) This will not result in cancellation of previously approved vacation. (f) Where a nurse requests to cancel scheduled vacation and such request is approved, and the vacation time continues to be available, the following process will be followed: <ul style="list-style-type: none"> i) Posted within the unit for one week (seven calendar days). ii) The time will be offered by seniority to nurses that apply in writing within the one week posting. iii) This will not result in cancellation of previously approved vacation. (g) A week of vacation for regular part-time nurses, shall consist of seven (7) consecutive calendar days commencing Monday through Sunday inclusive. The nurse’s vacation entitlement as per the collective agreement will determine the number of weeks that they can be absent for purposes of this clause. (h) Part-time vacation pay will be paid on a bi-weekly basis.
<p>Changes to Article</p>	
<p>K-1</p>	<p>It shall be the duty of the Manager or designate to receive requests for vacation entitlement (time) and arrange suitable dates, taking into account operational requirements, safe coverage of units and seniority. It is understood that all vacation entitlements shall be calculated on a “real time” basis.</p> <ul style="list-style-type: none"> ii) For units with reduced weekend staffing, a week of vacation will commence on a Monday and will be inclusive of the following Sunday. Days off in conjunction with the nurses approved vacation request will not be considered part of a full-time nurse’s vacation entitlement. iii) For full-time nurses who have selected a full week of vacation on the planner, the Hospital shall only apply the nurse’s potential shifts against the quota and the nurse’s entitlement. (c) <u>For the Period of June 1st to November 30th</u> The vacation planner process for the period from June 1st to November 30th will be as follows: <ul style="list-style-type: none"> vii) The final approved vacation planner will be posted on the unit by May 1st and a copy will be provided to the

Bargaining Unit President.

- viii) At the time the final approved vacation planner is posted, should either a full-time or part-time vacation quota remain available, such vacation will be offered to full-time and regular part-time nurses on the unit in the following manner:
 - a. Posted on the unit from May 1st to May 7th
 - b. Vacation will be offered by integrated seniority to nurses that apply in writing to the Manager or designate within the May 1st to May 7th period.
 - c. The final approved vacation planner will be posted by May 15th up to and including June 1st and a copy will be provided to the Bargaining Unit President.**

- ix) Vacation requested in a manner not in compliance with (c)i) through to (c)iv) will be considered on a first come first served basis subject to the operational requirements of the Hospital and will not be unreasonably denied. Such requests will be responded to within three (3) weeks, and will only be approved by the Manager or designate for times that are available up to **November 30th**. If the vacation request is within the three (3) week period as outlined in this article, it will be responded to in a shorter time.

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

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

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

- vii) The ~~final~~ approved vacation planner will be posted on the unit by November 1st and a copy will be provided to the Bargaining Unit President.

- viii) At the time the final approved vacation planner is posted, should either a full-time or part-time vacation quota remain available, such vacation will be offered to full-time and regular part-time nurses on the unit in the following manner:
 - a. Posted on the unit from November 1st to November 7th
 - b. Vacation will be offered by integrated seniority to nurses that apply in writing to the Manager or designate within the November 1st to November 7th period.
 - c. The final approved vacation planner will be posted by November 15th up to and including December 1st and a copy will be provided to the Bargaining Unit President.**

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

(e) If a nurse leaves the unit and the vacation time requested by that nurse continues to remain available, the following process will be followed:

- i) Posted within the unit for one week (seven calendar days).
- ii) The time will be offered by seniority to nurses that apply in writing within the one week posting.
- iii) This will not result in cancellation of previously approved vacation.

(f) Where a nurse provides a minimum of **two (2)** ~~one (1)~~ weeks' notice prior to the relevant posted schedule ~~requests~~ to cancel their scheduled vacation, such request shall not be unreasonably denied. **When** the request is **be** approved **by the Hospital** such prior granted vacation will be:

- i) Posted within the unit for one week (seven calendar days).
- ii) ~~The time~~ Will be offered by seniority to nurses that apply in writing within the one week posting.
- iii) This will not result in cancellation of previously approved vacation.

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

Current Relevant Article		
Q-2	(a)	When it has been medically determined that a nurse is unable to return to the full duties of her position due to a disability, the 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 nurse's return to suitable work.

Changes to Article		
Q-2	(a)	When it has been medically determined that a nurse is unable to return to the full duties of her position due to a disability, the 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 nurse's return to suitable work.

LETTER OF UNDERSTANDING

Between:

LONDON HEALTH SCIENCES CENTRE

And:

ONTARIO NURSES' ASSOCIATION

Re: Scrubs

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

Dated at London Ontario, this _____ day of June, 2018

LETTER OF UNDERSTANDING

Between:

LONDON HEALTH SCIENCES CENTRE

And:

ONTARIO NURSES' ASSOCIATION

Re: Clinical Nurse Specialists and 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. ~~Regular part-time Clinical Nurse Specialists and Nurse Clinicians will be available for work and regularly scheduled by the Hospital up to twenty-four (24) hours per week or forty-eight (48) hours bi-weekly.~~
3. **Full-time and part-time** 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 her workload. The Clinical Nurse Specialists and Nurse Clinicians will adjust 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.
4. ~~The Clinical Nurse Specialists and Nurse Clinicians who work in excess of seventy-five (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 (1 ½), at a time mutually agreeable to the Clinical Nurse Specialists and Nurse Clinicians and her Manager or designate, as per Article 14.09 and E-3 of the Collective Agreement.~~

Dated at London Ontario, this _____ day of June, 2018

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 Manager or designate.

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

Dated at London Ontario, this _____ day of June, 2018

LETTER OF UNDERSTANDING

Between:

LONDON HEALTH SCIENCES CENTRE

And:

ONTARIO NURSES' ASSOCIATION

Re: Innovative Unit Scheduling

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

Dated at London Ontario, this _____ day of June, 2018

LETTER OF UNDERSTANDING

Between:

LONDON HEALTH SCIENCES CENTRE

And:

ONTARIO NURSES' ASSOCIATION

Re: Short Term Layoff Process

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

LHSC Highlights - 2018 for Vote

for occasional vacancies for which they are qualified will be called back in order of seniority, prior to offering these shifts to regular part-time and casual RNs.

8. It is understood that the process set out in this Letter of Understanding is subject to any subsequent changes negotiated by the parties in Collective Bargaining.

LETTER OF UNDERSTANDING

Between:

LONDON HEALTH SCIENCES CENTRE

And:

ONTARIO NURSES' ASSOCIATION

Re: Parking Charges

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

Dated at London Ontario, this _____ day of June, 2018

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.~~
1. In respect of the **full-time** Nurse Case Manager classifications that fall within the scope of the bargaining unit, the parties agree **to the following:**
 - (a) **Nurse Case Managers** 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.
 - (b) It is understood that the Nurse Case Managers that are currently working a blended full-time rotation that includes both seven and one half (7.5) hour tours and eleven and one quarter (11.25) hour tours may continue to work a mix of seven and one half (7.5) hours tours and eleven and one quarter (11.25) hour tours.
2. In respect of the **part-time** Nurse Case Manager, ~~classifications that fall within the scope of the bargaining unit, the parties agree that~~ these **Nurse Case Managers** individuals will be self-schedulers who average hours as set out in **Article G** of this agreement.
3. ~~It is understood that the~~ Nurse Case Managers that are currently working a blended rotation that includes both seven and one half (7.5) hour tours and eleven and one quarter (11.25) hour tours may continue to work a mix of seven and one half (7.5) hours tours and eleven and one quarter (11.25) hour tours.
4. ~~It is agreed that~~ Weekend **premiums**, shift premiums **and** as well as overtime premiums in excess of these shifts as contemplated by the collective agreement are applicable.

LHSC Highlights - 2018 for Vote

4. ~~These~~ 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 **will apply**.
5. ~~These~~ 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.

Dated at London Ontario, this _____ day of June, 2018

DELETE THE FOLLOWING:

LETTER OF UNDERSTANDING

Between:

LONDON HEALTH SCIENCES CENTRE

And:

ONTARIO NURSES' ASSOCIATION

Re: Regular Part-time Nurse Case Managers

The Hospital agrees to facilitate the voluntary participation of part-time nurses in a part-time benefit plan as described to the Union by the Hospital during the course of bargaining subject to the following:

1. The minimum enrolment requirements of the carrier must be met both initially and on an ongoing basis;
2. All of the terms and conditions of the plan, including its various components e.g. Dental, EHC and Life Insurance will be applicable to nurses who decide to participate including any requirements that a nurse successfully pass a medical examination in order to be eligible for benefits;
3. Nurses who decide to participate will be responsible for paying the full amount of the premiums for the plan either through post dated cheques provided on a yearly basis or through a pre-authorized withdrawal process (which may include payroll deduction). It is understood that any transaction would be dated the first of each and every month. The Hospital will notify the Union of the premium costs to part-time nurses sixty (60) days before the rates go into effect each year.

LETTER OF UNDERSTANDING

BETWEEN

**LONDON HEALTH SCIENCES CENTRE
(hereinafter called "The Employer")**

AND

**ONTARIO NURSES' ASSOCIATION
(hereinafter call "The Union ")**

RE: IMPLEMENTATION OF REGULAR PART TIME SCHEDULING

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

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

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

- (a) All current Regular Part Time "A" (RPT"A") **nurses working a commitment of .2, .3, .4 or .5** full time equivalent will be provided two options:
 1. **Keep their current commitment until such time as they retire, resign or are successful to another position**
or
 2. **Transfer to regular Part Time in accordance with Articles G-1 and G-2 as revised**

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

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

- (b) **All current Regular Part Time "B" (RPT "B") employees with a commitment of a maximum of twenty-four (24) hours bi-weekly** will be provided two options:
 1. **Keep their current commitment until such time as they retire, resign or are successful to another position**
or
 2. **Transfer to regular Part Time in accordance with Articles G-1 and G-2 as revised**

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

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

- (c) Nurses **who select 1 (a) 1 OR 1 (b) 1, and who at any future time ~~should that nurse~~** wish to move to regular part time in accordance with Articles G-1 and G-2 as revised such request will be submitted in writing and approved.
 - (d) All other articles of the Collective Agreement apply except where amended as above.
2. The implementation process to be followed is as follows
- i. The Union will be provided with the following:
 - A) a list of the Regular Part Time "A" and regular part time "B" positions by unit. The list will include each member's current commitment.
 - B) a copy of the actual current schedule for the twelve week period three (3) weeks prior to the meeting referenced below.
 - ii. The Hospital and the Union will then meet unit by unit with the current RPT "A"'s and RPT "B" to discuss the above-referenced information and provide the options. A written decision will be provided by the ONA member within seven (7) calendar days of the meeting.
6. It is understood this process will be completed by no later than six months from ~~the~~ either the date of ratification or an award but not later than one year.
7. It is understood Article G of the expired 2018 Collective Agreement will apply until the next scheduling period after the RPT "A" and RPT "B"'s from the unit have made their election.
8. **Once the process has been completed a Letter of Understanding will be developed listing those nurses who select either 1 (a) 1 or 1 (b) 1. The list will include the nurse's name, the unit and the nurse's commitment. The Letter of Understanding will be attached to the Collective Agreement.**