

COLLECTIVE AGREEMENT

Between:

HURON PERTH HEALTHCARE ALLIANCE
(hereinafter referred to as "the Alliance")

And:

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

Full-time and Part-time

Expiry Date: June 7, 2021

APPENDIX 3- SALARY SCHEDULES**Registered Nurse**

| | 1-Apr-20 | 1-Apr-21 |
|----------|-----------------|-----------------|
| Start | \$33.56 | \$33.90 |
| 1 Year | \$33.72 | \$34.06 |
| 2 Years | \$34.28 | \$34.62 |
| 3 Years | \$35.98 | \$36.34 |
| 4 Years | \$37.67 | \$38.05 |
| 5 Years | \$39.79 | \$40.19 |
| 6 Years | \$41.94 | \$42.36 |
| 7 Years | \$44.08 | \$44.52 |
| 8 Years | \$47.22 | \$47.69 |
| 25 Years | \$48.05 | \$48.53 |

Team Leader and Nurse Educator (with first three levels adjusted above RN rate to capture the differential necessary to get to \$2.00/hr above RN rate for positions "In-Charge" of other classifications as per Article 19.04(d) of the Central Collective Agreement.

| | 1-Apr-20 | Adjusted Rate 1-Apr-20 | 1-Apr-21 | Adjusted Rate 1-Apr-21 |
|----------|-----------------|-----------------------------------|-----------------|-----------------------------------|
| Start | \$35.57 | \$35.57 | \$35.93 | \$35.93 |
| 1 Year | \$35.74 | \$35.74 | \$36.10 | \$36.10 |
| 2 Years | \$36.34 | \$36.34 | \$36.70 | \$36.70 |
| 3 Years | \$38.14 | \$38.14 | \$38.52 | \$38.52 |
| 4 Years | \$39.93 | \$39.93 | \$40.33 | \$40.33 |
| 5 Years | \$42.18 | \$42.18 | \$42.60 | \$42.60 |
| 6 Years | \$44.46 | \$44.46 | \$44.90 | \$44.90 |
| 7 Years | \$46.73 | \$46.73 | \$47.19 | \$47.19 |
| 8 Years | \$50.05 | \$50.05 | \$50.55 | \$50.55 |
| 25 Years | \$50.93 | \$50.93 | \$51.44 | \$51.44 |

The base hourly rate is equal to a rate that is 6% more than the Registered Nurse hourly rate as identified in the central collective agreement.

Float Nurse R.N.

Nurses designated as Float Nurses will receive an additional \$.38 per hour for each hour worked.

BONUSES FOR SPECIAL QUALIFICATIONS:

(If special educational qualifications are being utilized)

| | |
|--|--------------------------|
| C.H.A. Nursing Administration Course | \$0.69 |
| Six month Post-Graduate Course | \$0.69 |
| University Diploma (at least one year) | \$1.85 |
| Baccalaureate Degree | \$3.69 |
| Masters' Degree | Individual Consideration |

Nurse Practitioner

| | 1-Apr-20 | 1-Apr-21 |
|----------|-----------------|-----------------|
| Start | \$59.21 | \$59.80 |
| 1 Year | \$59.46 | \$60.06 |
| 2 Years | \$59.71 | \$60.31 |
| 3 Years | \$59.96 | \$60.56 |
| 4 Years | \$61.35 | \$61.96 |
| 8 Years | \$61.50 | \$62.12 |
| 25 Years | \$62.59 | \$63.22 |

APPENDIX 4- SUPERIOR CONDITIONS STRATFORD HOSPITAL

ARBITRATION AWARD DATED 1981 10 23

SC-1 The Employer will forward the money so deducted to the Union not later than the thirtieth day of the month in which the deduction was made, accompanied by a list of names and social insurance numbers of all employees from whose wages the deductions have been made. In addition, the Alliance will include a list of employees on leave of absence with a duration of one (1) month or more. An employee's social insurance number will not be given by the Employer without the written consent of that person.

Note: For employees on staff as of 1981 10 23 until termination of full time service.

Note: For full time employees hired after 1981 10 23 refer to Article 10.04 of the Central Document.

APPENDIX 4- SUPERIOR BENEFITS CLINTON HOSPITAL

AWARDED BY THE CENTRAL ARBITRATION AWARD DATED OCTOBER 23, 1981

| Clause # | |
|----------------------|--|
| Central Award | Applicable Clause from Existing |
| Collective Agreement | |
| 3.05 | The Hospital shall provide the Association with receipts for each employee covered by the bargaining unit, showing total dues deductions of each employee for the year by February 28. |
| 16.05 | (applies to full-time only) Leave of absence with or without pay and without loss of seniority may be granted to any employee for educational purposes. |

APPENDIX 5- LOCAL ISSUES

To The:

COLLECTIVE AGREEMENT

Between:

HURON PERTH HEALTHCARE ALLIANCE
(Hereinafter called the "Alliance")

And:

ONTARIO NURSES' ASSOCIATION
(Full-time and Part-time Employees)

APPENDIX 3- SALARY SCHEDULES 1

APPENDIX 4- SUPERIOR CONDITIONS STRATFORD HOSPITAL 3

APPENDIX 4- SUPERIOR BENEFITS CLINTON HOSPITAL 4

APPENDIX 5- LOCAL ISSUES 5

ARTICLE L-1 - RECOGNITION 7

ARTICLE L-2 - MANAGEMENT RIGHTS..... 7

ARTICLE L-3 - UNION SECURITY (REFER TO ARTICLE 5 CENTRAL)..... 7

ARTICLE L-4 - UNION REPRESENTATION..... 8

ARTICLE L-5 - LENGTH OF SERVICE (REFER TO ARTICLE 10 CENTRAL) 9

ARTICLE L-6 - WAGES (REFER TO ARTICLE 19 CENTRAL).....10

ARTICLE L-7 - HOURS OF WORK (REFER TO ARTICLE 13 AND 14 CENTRAL)10

ARTICLE L-8 - CLASSIFICATION - "REGULAR PART TIME EMPLOYEES"17

ARTICLE L-9 - DESIGNATED HOLIDAYS (REFER TO ARTICLE 15 CENTRAL)17

ARTICLE L-10 - VACATIONS WITH PAY (REFER TO ARTICLE 16 CENTRAL).....19

ARTICLE L-11 - SICK LEAVE (REFER TO ARTICLE 12 CENTRAL)19

ARTICLE L-12 - LEAVE OF ABSENCE (REFER TO ARTICLE 10.04 AND 11 CENTRAL).....20

ARTICLE L-13 – NOTICE20

ARTICLE L-14 – MISCELLANEOUS.....21

ARTICLE L-15 - WORKERS COMPENSATION.....23

ARTICLE L-16 - JOB SHARING24

ARTICLE L-17 - SHORT TOURS.....25

ARTICLE L-18 - VIOLENCE IN THE WORKPLACE.....26

LETTER OF UNDERSTANDING28

 Re: Week End Work - Regular Part Time Nurses.....28

LETTER OF UNDERSTANDING30

 Re: Scheduling of Standby: Maternal/Child Care Unit30

LETTER OF UNDERSTANDING32

 Re: Self Scheduling.....32

LETTER OF UNDERSTANDING34

 Re: Education leave34

LETTER OF UNDERSTANDING35

 Re: Reassignment.....35

LETTER OF UNDERSTANDING36

Re: Scheduling of Standby: Seaforth Emergency Department36
LETTER OF UNDERSTANDING37
Re: Vacation Scheduling and Approval Process38
LETTER OF UNDERSTANDING41
Re: Composite Full-Time Nurse Position- Clinton Public Hospital Emergency Department
and Seaforth Community Hospital Emergency Department.....41
LETTER OF UNDERSTANDING43
Re: Composite Part-Time Nurse Position- HPHA Seaforth Site Emergency Department and
HPHA Seaforth Site Inpatient Unit.....43
LETTER OF UNDERSTANDING45
Re: Composite Part-Time Nurse Position- HPHA Clinton Public Hospital Site Emergency
Department and HPHA Clinton Public Hospital Site Inpatient Unit45

ARTICLE L-1 - RECOGNITION

- L-1.01 The Alliance recognizes the Association as the sole bargaining agent of all Registered and Graduate Nurses employed by Huron Perth Healthcare Alliance, employed in a nursing or teaching capacity; save and except Manager or designate. This includes the site locations at Clinton, Seaforth, St. Marys and Stratford and any other operations of the Huron Perth Healthcare Alliance that employs registered Nurses.
- L-1.02 Where the term "Head Nurse/Clinical Leader" appears in the Agreement, it shall be deemed to read "Manager or designate".

ARTICLE L-2 - MANAGEMENT RIGHTS

- L-2.01 The Union recognizes that the management of the Alliance and the direction of the working force are fixed exclusively in the Employer and shall remain solely with the Employer except as specifically limited by the provisions of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) Maintain order, discipline and efficiency;
 - (b) hire, assign, retire, direct, promote, demote, classify, transfer, layoff, recall and discipline, suspend or discharge, provided that a claim of discipline, suspension, or discharge without just cause may be the subject of a grievance and dealt with as hereinafter provided;
 - (c) determine, in the interest of efficient operation and highest standard of service, job rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment for any service;
 - (d) determine the number of personnel required, the services to be performed and the methods, procedures and equipment in connection therewith;
 - (e) make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees, provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement.
- L-2.02 It is agreed that these rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE L-3 - UNION SECURITY (REFER TO ARTICLE 5 CENTRAL)

- L-3.01 In accordance with 5.06 of the Central Document, the interview shall take place during the orientation period.

- L-3.02 One bulletin board for the display of ONA information will be allocated at each site. The Bargaining Unit President and/or Site Representatives will have the ability to communicate with ONA membership by hospital email, with approval of Human Resources. Further, the Alliance will post all union information on an ONA-specific electronic bulletin board via internal Intranet My Alliance and Outlook computer system.
- L-3.03 The Union agrees that no pamphlets, handbills or other publications will be distributed by its officers or members on the premises of the Alliance without prior written approval of the management, save and except sanctioned ONA meetings or events.

ARTICLE L-4 - UNION REPRESENTATION

- L-4.01 (a) In accordance with 6.02(b) and 6.02(c) of the Central Document, there shall be a Grievance Committee of Four (4) employees.
- (b) The parties agree to use the electronic version of the (O.N.A. Grievance Form at Appendix 1 of the Hospital Central Agreement).
- i) The parties agree that hard copies of the electronic form are valid for purposes of Article 7 of the Hospital Central Agreement.
 - ii) Electronic grievances may be sent, via email, to the applicable manager and copied to Human Resources, or the identified designate.
 - iii) The electronic signature of the union executive representative or Labour Relations Officer will be accepted as the original signature.
 - iv) The Union undertakes to get a copy of the electronic version signed by the grievor.

The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a grievance proceed to mediation or arbitration.

- L-4.02 In accordance with Article 6.04 of the Central Document, the Negotiating Committee will consist five (5) representatives, one of which shall be the Bargaining Unit President or designate. The Union will endeavour to have representation from each site.

- L-4.03 In accordance with Article 6.03(a) of the Central Document, there shall be a Hospital-Association Committee consisting of Management of the Alliance and seven (7) Union members. Each party will endeavour to have experienced and representative employees on the Committee. The number of hospital representatives on the Committee shall not exceed the number of Union members and each party may have alternates to replace a member from time to time.

The Bargaining Unit President, or designate, will identify to the Alliance at each Alliance-Union Meeting those committee members who require payment under Article 6.03 (e) of the central Collective Agreement.

- L-4.04 (a) In accordance with Article 6.05 of the Central Document, the Bargaining Unit Executive shall appoint two (2) employee representatives. Two (2) from each site to the Joint Occupational Health and Safety Committee, one from the full-time bargaining unit and one from the part-time bargaining unit for the Committee at each site. If the Alliance is able to move to one Alliance-wide Committee the parties will meet to review the participation.
- (b) In accordance with Article 1.1 of the Guidelines for the Structure of the Joint Occupational Health and Safety Committee, the Bargaining Unit President shall submit the name of an alternate to the Committee.
- L-4.05 The Employer shall recognize one (1) ONA member as a certified worker pursuant to the Occupational Health and Safety Act.
- L-4.06 The Alliance and the Union agree that the Interprofessional Collaborative Team is the committee to address the planning of professional development initiatives for nurses. This committee shall satisfy all requirements as set out in Article 9 of the Collective Agreement.
- L-4.07 Bargaining Unit President Schedule
- The Alliance will endeavour to hold Alliance/Union meetings requiring the attendance of the Bargaining Unit President during the Bargaining Unit President's scheduled day shift. Where this is not possible, the Alliance agrees to pay the Bargaining Unit President or designate at straight time rates for attendance at such meetings. When required to attend meetings during his/her scheduled shift, the Alliance will adequately replace the Bargaining Unit President on his/her unit.
- L-4.08 Leave for Union Business
- The Alliance agrees to grant leaves of absence without pay, to nurses elected to the position of Local Coordinator. Subject to reasonable notice, it is understood and agreed that a Local Coordinator shall be granted such leave(s) as she/he may require fulfilling the duties of the position.
- L-4.09 The Alliance agrees to pay a total of up to two hundred and twenty-five (225) hours per year for union representatives to attend to Alliance-Association business. The Bargaining Unit President will be responsible for identifying how and to whom such hours are to be allocated.
- L-4.10 Should more than one employee be from the same unit/area/ department, consideration for leaves will be given according to availability of staff. Such consideration shall not be unreasonably denied.

ARTICLE L-5 - LENGTH OF SERVICE (REFER TO ARTICLE 10 CENTRAL)

- L-5.01 In accordance with Article 10.02 of the Central Document, a copy of the current seniority list will be posted twice a year in February and August.

ARTICLE L-6 - WAGES (REFER TO ARTICLE 19 CENTRAL)

L-6.01 The Employer agrees that wages shall be paid every second Friday. Where the second Friday falls on a designated holiday, pay day will be either the previous or the following regular work day, not including Saturdays or Sundays, at the discretion of the Employer.

The system of payment will be a direct deposit service by which an employee's wages will be directly deposited into his personal deposit account on a confidential basis.

In conjunction with the direct deposit system, the Alliance shall provide to each employee a pay statement on which there will be year to date information for Alliance pension, income tax, Canada Pension, Unemployment Premiums, as well as information relating to the gross and net earnings calculation of the pay period in question.

ARTICLE L-7 - HOURS OF WORK (REFER TO ARTICLE 13 AND 14 CENTRAL)

L-7.01 Should an employee be recalled to duty during a meal time, additional time may be provided later in the shift and a refund of money against her/his abandoned meal will be refunded upon presentation of a receipt signed by the employee and Manager or designate for same.

L-7.02 In accordance with Article 13.01(b) of the Central Document, each employee shall be entitled to two fifteen minute relief periods at a time specified by the Manager or designate. These two relief periods may be taken as one thirty minute relief period if agreed to by the Manager or designate.

(a) Employees who are prevented from leaving the Hospital building during unpaid meal periods will be paid at regular straight time hourly rate.

L-7.03 The schedule that is posted will cover a six (6) week period (clarification - current week plus five weeks).

L-7.04 A period equivalent to sixteen (16) hours off shall be scheduled between a change of shifts. A period of forty-eight (48) hours off will be scheduled after working the night shift unless otherwise agreed to in writing by the employee. If less time is scheduled off without the consent of the employee she/he shall receive time and one half for the first shift worked. No overtime premium will be paid as set out in Article 14.02.

L-7.05 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 shift until the commencement of the Sunday night shift or the completion of the Friday evening shift, until the commencement of the Monday day shift.

L-7.06 The day shift will be the first shift of the day.

In accordance with Article 14.15 of the Central Document, weekend premium shall be paid for each hour worked between 2400 hours Friday and 2400 hours Sunday.

L-7.07 In accordance with Article 14.10 of the Central Document the evening shift shall be defined as 1500 hours to 2300 hours and the night shift shall be defined as 2300 hours to 0700 hours.

L-7.08 Except where it is impossible, requests for change in posted time schedules must be submitted in writing 24 hours prior to the desired change. Employees may request to exchange shifts with the consent of their immediate leader/designate; such request will not be unreasonably denied. Employees may mutually agree to exchange regular days off for shifts of equal duration or partial shifts (blocks of four (4) hours). Exchange of shifts shall not result in overtime payments (See 14.02 of the Central Agreement). Such exchange of shifts shall fall within the pay period or as otherwise approved by the leader/designate; such approval will not be unreasonably denied.

L-7.09 (Applies to full-time only)

Two consecutive days off shall be scheduled in a two week period and the remaining two days may be split.

L-7.10 (Applies to full-time only)

Not more than seven consecutive days of work shall be scheduled without at least two consecutive days off. If more than seven consecutive days are worked without two consecutive days off, the employee shall be paid at the rate of time and one half of her/his basic straight time rate of pay for all days worked in excess of seven consecutive days until such time as two consecutive days off are granted. No overtime premium shall be paid for work in excess of seven consecutive days if the work was occasioned by the employee making up time for absence granted for personal reasons (see 14.02 and 14.03 of the Central Document).

L-7.11 (Applies to full-time only)

An employee shall not be required to make more than one change in her/his regular shift in a work week except in an emergency.

L-7.12 (Applies to full-time only)

An employee will receive premium pay as defined in the Central Agreement for all hours worked on a second 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.

L-7.13 (Applies to full-time only)

Shift Rotation

Where there is a two (2) shift schedule in operation, the Employer will endeavour to provide fifty per cent (50%) of time on the day tour unless mutually agreed otherwise.

L-7.14 (Applies to full-time only)

Employees hired to rotate shifts shall not be required to work a permanent shift (evenings or nights) without their consent.

L-7.15 (Applies to part-time only)

Regular Part-time Employees will be scheduled no more than two (2) out of four (4) weekends. An employee will receive premium pay for all hours worked on a third and subsequent weekend.

L-7.16 (Applies to part-time only)

Casual part-time employees shall endeavour to advise the Alliance when they are unavailable for periods of fifteen (15) days or more.

L-7.17 (Applies to part-time only)

An employee returning to work after absence due to a short illness or leave of absence (maximum five working days) must report her/his intention of returning to duty a minimum of twelve hours prior to commencement of her/his first shift, and wherever possible, that notification will be on the day shift. In cases of extended illnesses or leaves of absence of definite duration, a minimum of forty-eight hours' notice must be given regarding her/his intention to return to duty.

L-7.18 (Applies to part-time only)

A regular part-time employee can be added to secondary units and/or separate site(s) on a casual status, by mutual agreement.

L-7.19 (Applies to part-time only)

An employee who makes a commitment to be available on a regular pre-determined basis shall be classified as a regular part-time employee. The Employer agrees to schedule regular part-time employees according to their commitment in as fair and equitable a manner as possible over the scheduling period. A casual part-time employee is not required to make any scheduling commitment, but rather is called into work on an ad hoc basis.

All regular part-time employees should be scheduled up to their committed hours before any casual part-time employees are utilized. Where extra tours become available, they should first be offered on the basis of rotating seniority to regular part-time employees; provided that no employee will exceed her/his commitment as a result of being offered such extra tours where there are regular part-time

employees who have not been offered their commitment of shifts. Job sharer's commitment is defined by the full-time line.

Where all regular part-time employees have been given the opportunity to work up to their committed tours, extra tours will then be offered to regular part-time employees on the basis of rotating seniority and where no regular part-time employee is willing to perform the available work, to casual part-time employees.

Where there are employees on layoff, the available time shall be given to the laid off employees after the regular part-time are offered the extra tours based on seniority, as in paragraph 3 above, and before casual employees.

L-7.20

(a) Short Notice Call In and Premium Payment Shifts

For shifts that become available on short notice, the Employer will offer the available shift by rotating seniority to any regular part-timer on the unit who does not have their commitment hours (forty-five (45) hours in the pay period) already scheduled and who would not be in a premium situation; and then by rotating seniority to the regular part-timers and job sharers on the unit who are not already scheduled seventy-five (75) hours in the pay period and who would not be in a premium situation. If no one has accepted the shift, then the Employer will offer the available shift to the casual who usually works on the unit, who is not scheduled seventy-five (75) hours in a pay period and who would not be in a premium situation.

Shifts that incur premium will be offered in order of seniority to the nurse who would incur the least amount of premium as a result of accepting the shift (eg. third and subsequent weekend) in the following order:

1. Full –Time
2. Part-Time
3. Casual
4. Expression of Interest

Short notice calls on a paid holiday will be filled in accordance with the first paragraph of this Article.

It is understood that scheduling premiums do not apply in short call situations, save and except the scheduling language regarding weekends.

(b) Remedy for improperly offered tours

Where the parties agree that an error has been made under Article L7.21, the parties agree that the remedy will be as follows:

- (i) The affected Employee will be offered a shift as an extra to be worked at a time mutually agreed to by the Employee and her/his Manager.
- (ii) The extra shift will be paid at the rate of pay which the Employee would have received had the offer been made according to the Collective Agreement.

- (iii) The Employee working the extra shift will not be counted in the minimum staffing for the unit and will work as an extra staff member for the scheduled shift.

L-7.21

Extended Tours

Introduction and discontinuation of a compressed work week (extended tour)

- (a) A compressed work week shall be introduced into any unit when:
 - i) eighty per cent (80%) of the employees in the unit so indicate by secret ballot; and
 - ii) the Alliance agrees to implement the compressed work week, such agreement shall not be withheld in an unreasonably arbitrary manner.
- (b) A compressed work week may be discontinued in any unit when:
 - i) fifty per cent (50%) of the employees in the unit so indicate by secret ballot; or
 - ii) the Alliance because of
 - A) adverse effects on patient care,
 - B) inability to provide a workable staffing schedule,
 - C) the cost of staffing utilizing extended tours being appreciably greater than staffing utilizing a 7.5 hour tour rotation.

states its intention to discontinue the compressed work week in the schedule.
- (c) When notice of discontinuation is given by either party in accordance with paragraph (2) above, then:
 - i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
 - ii) where it is determined that the compressed work week will be discontinued, affected employees shall be given sixty (60) days notice before the schedules are so amended.
- (d) If full-time lines are scheduled a combination of seven and one half (7.50) hour and eleven and one quarter (11.25) hour shifts, they shall not be scheduled more than thirty-seven and one half (37.5) consecutive hours. All other provisions of the collective agreement apply.

L-7.22 (Applies to full-time only)

Hours of work for those working extended tours shall be scheduled in accordance with the following:

- (a) The hours of work and meal breaks are set out in Article 13 of the Central Agreement.
- (b) No more than three (3) consecutive tours will be scheduled. If more than three consecutive tours are scheduled or worked the employee shall be paid premium pay for all days in excess of three consecutive days until such time as two consecutive days off are granted.
- (c) No more than eight (8) tours will be scheduled in any two (2) week period. If more than eight tours are scheduled premium pay will be paid for all tours worked in excess of eight (8) tours (75 hours).
- (d) Every second weekend off. An employee will receive premium pay for all hours worked on a second consecutive and subsequent weekend.
- (e) 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 shift until the commencement of the Monday day shift.

L-7.23 2 Days-2 Nights Extended Tour Schedules

(Applies to full time only)

When the Hospital and the Union agree, to implement 2 Days- 2 Nights Extended Tour Schedule on a particular unit, they shall do so according to the following criteria;

The 2D 2N extended tour schedule shall be instituted within three months of when sixty percent (60%) of the employees on a particular nursing unit have so indicated by secret ballot with the exception of summer time and Christmas time.

The sixty percent (60%) figure above may be varied by mutual agreement between the parties.

The Alliance shall make space available to the Union in order to permit the Union to conduct the vote referred to in Paragraph 1.

At any meeting with the Employer to discuss the 2D 2N schedule, a member of the Bargaining Unit executive should be in attendance.

The 2D 2N schedule may be discontinued in any unit when:

- (a) fifty percent (50%) of the employees in a unit so indicate by secret ballot;
or
- (b) The Alliance decided to do so because of adverse effects on patient care,
or

- i) inability to provide a workable staffing schedule, or
 - ii) where the Alliance 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:
- 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 Bargaining Unit President will inform the Employer of the results of the secret ballot within seven (7) days.

L-7.24

If a 2D 2N schedule is voted in by sixty percent (60%) of the staff on a particular Nursing Unit, the Alliance and the Union agree to meet to determine scheduling provisions and any other contract implications such as premium payment.

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.

Subject to Article 13.03, where a 2Day 2Night Schedule is implemented.

The scheduling provisions contained in Article L-7 are applicable save and except for the following:

- (a) Employees shall receive every fourth (4th) weekend off, which shall consist of five (5) consecutive extended tours, which shall commence no later than 19:30 hours Friday. Upon completion of the fourth (4th) tour employees shall receive five (5) consecutive days off.
- (b) An employee will receive premium pay as defined in Article 14 for all hours worked on a fourth (4th) consecutive weekend, save and except where:
 - i) Such weekend has been worked by the employee to satisfy specific days off required 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.
- (c) Article L-7.13 of the local agreement is waived.
- (d) All schedules will be done on the basis that each full-time employee will be scheduled for 1,950 hours per year. In order to accommodate this, the following must occur:

- i) The Hospital may distribute statutory holidays in the schedule.

ARTICLE L-8 - CLASSIFICATION - "REGULAR PART TIME EMPLOYEES"

(Applies to part-time only)

- L-8.01 Regular Part-time Employees shall state their non-availability in writing and the Alliance will endeavour to honour such non-availability. Employees in this classification are scheduled for a certain number of tours as posted on the time schedules. These employees make a commitment to the Alliance to be available for work on the following basis:
- (a) As required by the Alliance to work eleven (11) calendar months of the year which must include December and four (4) weeks during the months of July and August.
 - (b) Two weekends in four.
 - (c) As scheduled on any tour either:
 - i) December 25 and December 26
 - or -
 - ii) December 31 and January 1
 - (d) For two of the three tours although specific preference for one tour other than days will be respected when possible.
 - (e) At least four (4) 11.25 hour tours in a pay period, or six (6) 7.5 hour tours in a pay period, or any combination up to forty-five (45) hours in a pay period.

ARTICLE L-9 - DESIGNATED HOLIDAYS (REFER TO ARTICLE 15 CENTRAL)

- L-9.01 In accordance with Article 15.01 of the Central Document, the following shall be recognized as paid holidays: New Year's Day (January 1), Good Friday, Easter Monday, Victoria Day, Canada Day (July 1), Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day (November 11), Christmas Day (December 25), Boxing Day (December 26), Family Day (third Monday in February).
- L-9.02 An employee will be paid time and a half (1 ½) for the hours actually worked during the twenty-four (24) hours of the designated holiday, e.g. January 1st 0001-2400. This may result in premium payment for part of a shift and regular straight time hourly rate for part of a shift.

- L-9.03 (a) All employees shall be scheduled off at least five (5) consecutive days at either Christmas or New Year's. Christmas time to be defined as including Christmas Eve from 19:00 hours on, Christmas Day and Boxing Day, New Year's time to be defined as New Year's Eve from 19:00 hours and New Year's Day.

The Christmas/New Year's schedule will be posted on November 1st of each year. The posted Christmas/New Year's schedule means the schedule for the four (4) week period determined by the employer that includes Christmas and New Year's.

Where it is operationally feasible for one employee on the unit to have both Christmas and New Year's off, it shall be granted on a rotational basis to the most senior employee who indicates by email to the scheduler and manager/designate no later than October 1. It is understood that this is inclusive of full time and regular part time on the unit.

For the purposes of short call however, regular part-time nurses may make themselves available to accept short notice call-in shifts during their scheduled five (5) consecutive days off at their discretion. Acceptance of such shifts will not invoke premium payment except where premium payment is eligible under another provision.

In order to achieve this time-off the Union waives the scheduling requirements of Article L-7.05 during a four (4) week period determined by the employer that includes Christmas and New Year's. The provisions of this clause shall not apply to any employee, who is not required to work on Christmas Day, Boxing Day or New Year's Day.

Employees requesting vacation to be scheduled in the four (4) week period, as determined by the employer, including both Christmas and New Year's, where operational requirements of the Alliance will allow, shall not have such request unreasonably denied, provided they are available to work either the Christmas or New Year as scheduled.

(Applies to full-time only)

- (b) The Employer will endeavour to schedule every other weekend off during the four (4) week period inclusive of Christmas and New Year's, and in no case will an employee be scheduled to work more than two (2) weekends out of four (4) excluding employees on 2Days-2Nights extended Tour Schedules.
- (c) The Employer will endeavour to schedule three (3) consecutive days for employees working extended tours, but in no case will an employee be scheduled more than four (4) consecutive days.
- (d) It is understood and agreed that no employee will be scheduled in such a way as to be disadvantaged by both 9.03 (b) and (c).

L-9.04 (Applies to full-time only)

In accordance with Article 15.05 and 15.06 of the Central Document, a lieu day is to be granted within forty-five (45) days of the date on which the holiday was observed, and to be taken on a day arranged between the employee and the Employer.

L-9.05 (Applies to full-time only)

An employee entitled to a day as provided for in Article 15.04 (a) and (b) of the Central Document shall have such day scheduled at a mutually agreeable time.

ARTICLE L-10 - VACATIONS WITH PAY (REFER TO ARTICLE 16 CENTRAL)

L-10.01 Vacations will be scheduled at times mutually convenient to the Alliance and the employee. Up to and including March 31 in the year in which the vacation is scheduled, employees shall be given preference as to the selection of their vacations on the basis of their seniority. Subsequent to March 31, employee's request shall be granted on a first come first served basis. Vacation will continue to be granted in units, on the basis of one (1) unit equals three and three-quarter (3.75) hours. The usual basis of granting vacation will be for an entire tour.

L-10.02 The "vacation year" is defined as the period from May 1 – April 30. Vacation Calendar showing approvals shall be posted by May 1 of each year and shall not be changed unless mutually agreed to by the employee and the Employer.

L-10.03 No more than three (3) weeks' vacation shall be scheduled off by any one (1) Nurse during the months of July and August of each year. Additional weeks of vacation may be approved during prime time, if operationally practicable.

ARTICLE L-11 - SICK LEAVE (REFER TO ARTICLE 12 CENTRAL)

(Applies to full-time only)

L-11.01 Employees claiming sick benefits will observe the following procedure:

(a) Where the illness or accident takes place at times other than the employee's normal working hours she/he will notify the Manager or designate on the unit as soon as possible and in any case not later than the time at which she/he would normally be required to report for duty.

(b) An employee taking ill or suffering an accident during working hours will notify the Manager or designate before she/he leaves her/his duties.

L-11.02 An employee returning to work after absence due to a short illness or leave of absence (maximum five working days) must report her/his intention of returning to duty a minimum of twelve hours prior to commencement of her/his first shift, and wherever possible, that notification will be on the day shift. In cases of extended illnesses or leaves of absence of definite duration, a minimum of forty-eight hours' notice must be given regarding her/his intention to return to duty.

L-11.03 (Applies to part-time only)

Employees claiming sick leave will observe the following procedure:

- (a) Where the illness or accident takes place at times other than the employee's normal working hours she/he will notify the Manager or designate as soon as possible and in any case not later than the time at which she/he would normally be required to report for duty.
- (b) An employee taking ill or suffering an accident during working hours will notify her/his Manager or designate before she/he leaves her/his duties.

L-11.04 An employee returning to work after absence due to a short illness or leave of absence (maximum five (5) working days) must report her/his intention of returning to duty a minimum of twelve (12) hours prior to commencement of her/his first shift, and wherever possible, that notification will be on the day shift. In cases of extended illnesses or leaves of absences of definite duration, a minimum of forty-eight (48) hours' notice must be given regarding her/his intention to return to duty.

ARTICLE L-12 - LEAVE OF ABSENCE (REFER TO ARTICLE 10.04 AND 11 CENTRAL)

L-12.01 In accordance with Article 11.02 of the Central Document, the Alliance agrees to grant leaves of absence, without pay, to employees selected by the Union to attend Union business including conferences, conventions and Provincial Committee Meetings, provided that the Alliance receives at least three (3) weeks' notice and provided the number of employees does not exceed one (1) from any unit and a total of three (3) at any one time, for up to a combined maximum total of fifty (50) working days in the calendar year.

L-12.02 Pre-paid Leave Plan (refer to Article 11.11 Central)

(Applies to full-time only)

- (a) The maximum number of full-time employees who may be absent at one time under the Prepaid Leave Plan shall be six (6).

(Applies to part-time only)

- (b) The maximum number of part-time employees who may be absent at one time under the Prepaid Leave Plan shall be three.

ARTICLE L-13 – NOTICE

L-13.01 Except where otherwise provided, any notice which either party desires to give to the other shall be given as follows:

To the Employer:

Director, Human Resources
Huron Perth Healthcare Alliance
Stratford, Ontario, N5A 2Y6

To the Union:

The Secretary
Ontario Nurses' Association
Secretary's Home Address

L-13.02 Any such communications given under this Agreement shall be deemed given and received as of the third (3rd) business day following the date of mailing.

ARTICLE L-14 – MISCELLANEOUS

L-14.01 The Alliance will provide two (2) beepers to the Operating Room Nurses and PACU Nurses. The transfer of beepers between staff shall be arranged by the staff.

L-14.02 **LIEU TIME**

(a) Employees who are called back to work in accordance with Article 14.06 of the Central Agreement, shall have the option of electing payment or equivalent time off as outlined in Article 14.09 of the Central Agreement.

(b) i) In accordance with Article 14.09 of the Central Agreement, employees working in the Operating Room, PACU, Mat/Child or any other unit that has a negotiated Letter of Understanding regarding Standby shall not have more than seventy-five (75) hours of unused lieu time in their overtime bank at any one time.

ii) Employees working in areas of the Alliance that do not have a negotiated Letter of Understanding regarding standby shall not have more than thirty-seven and one-half (37 1/2) hours of lieu time in their overtime bank at any one time.

(c) Employees will be allowed to accumulate overtime over and above the amounts outlined within this article until either January 15th or July 15th of each year at which time any accumulated amounts of overtime over and above the amounts outlined in this article and not used shall be paid out.

(d) The employer and union will continue to encourage employees to plan to use their accumulated overtime in time off as opposed to having it paid out.

L-14.03 **Individual Special Circumstance Arrangements**

Any individual special circumstance schedule arrangement will be discussed and agreed to by the individual, the Union bargaining agent, and the Employer representative in accordance with Article 13.05 of the central collective agreement.

L-14.04 **Temporary Full time Vacancies**

The Alliance and the Union agree that it is appropriate to consider full time nurses for temporary full time vacancies of greater than six (6) months, on the same basis as part time nurses, in accordance with Article 10 of the central Collective Agreement. The Alliance reserves the right to restrict the number of nurses from

one area and at one time who apply for such temporary full time vacancies. A nurse may make written request to be considered for temporary full time vacancies by advising the Alliance and completing a Temporary Full Time Vacancy Request Form indicating her/his name, qualifications, experience, present area of assignment, seniority and requested area of temporary assignment. A Temporary Full Time Vacancy Request Form shall become active as of the date it is received by the Alliance and shall remain in effect until December 31 following. Such requests will be considered as applications for temporary vacancies of greater than six months.

L-14.05 Notification to Unsuccessful Job Applicants

The parties agree that any unsuccessful candidate for an ONA job position will be notified, in writing, and/or by personal e-mail if available, as soon as possible once the decision has been made and prior to the posting of the name of the successful candidate.

The parties further agree that the above notification will be copied to the ONA Bargaining Unit President.

L-14.06 Voluntary Regular Part time Benefits – Process for Payment

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

Participation shall be open to any regular part-time nurse who has worked an average of two (2) shifts bi-weekly in the six (6) months prior to submitting the request.

Any regular part-time nurse who wishes to participate will provide payment of the benefits either through post-dated cheques provided on a yearly basis or through a preauthorised withdrawal process.

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

The Employer will notify the Union of the benefit costs to regular part-time nurses in January of each year, and each time the benefit costs are renegotiated by the Employer.

L-14.07 Retiree Benefits – Process for Payment

Any bargaining unit nurse who retires and wishes to participate in the benefit plans as outlined in Article 17.01 (h) will provide advance payment of the benefits either through post-dated cheques provided on a yearly basis or through a preauthorised withdrawal process. The benefits provided will be on the same basis as those benefits provided to active employees.

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

The Employer will notify the Union of the benefit costs to retired nurses in January of each year, and each time the benefit costs are renegotiated by the Employer.

L-14.08 Transportation Allowance

Employees shall be paid mileage and time for travel as outlined below:

- (a) If an employee is asked in advance to work a full shift at another site, the employee will be reimbursed mileage at the current Alliance rate, which shall not fall below forty-five (0.45) cents per kilometre.
- (b) If an employee is asked to travel to another site mid-shift, that employee shall be reimbursed for both time and mileage at the current Alliance rate, which shall not fall below forty-five (0.45) cents per kilometre.
- (c) Should an employee post into a dual site position, mileage will only be paid should the employee be asked to travel to another site mid-shift. In this instance the employee will also be paid for time spent travelling.
- (d) Members of the Labour Management and Grievance Committees attending meetings will receive payment for mileage at the current Alliance rate, which shall not fall below forty-five (0.45) cents per kilometre. Members of the Labour Management and Grievance Committees will be paid at straight time in blocks of four (4) hours depending on the length of the meeting. In order to minimize travel between sites, the Alliance will make available to the Union wherever possible the Alliance's videoconferencing equipment.

L-14.09 Standby

- (a) The Hospital will notify the Bargaining Unit President or designate prior to initiating standby assignments on any unit. The implementation of the standby schedule will be discussed either at Hospital Association committee or a separate meeting, with the Labour relations officer present.
- (b) Guidelines and scheduling parameters will be negotiated between the parties specific to the unit who is about to initialize standby scheduling.
- (c) Where the Hospital determines there must be a standby assignment on a temporary basis, the Hospital will notify the Union and guidelines and scheduling parameters will be negotiated.

ARTICLE L-15 - WORKERS COMPENSATION

- L-15.01 (a) The Alliance will notify the Bargaining Unit President of the Local Nurses' Association of the names of all employees off work due to work related injury (whether or not the employees are in receipt of WSIB Benefits) and those on LTD monthly.

- (b) When it has been medically determined that an employee is unable to return to the full duties of her/his position due to a disability, the Employer shall notify and meet with a member of the Bargaining Unit President and a member of ONA staff (unless such attendance causes an unreasonable delay) to discuss the circumstances surrounding that employee's return to suitable work and to communicate an approved return to work program for the employee. Such approval will not be unreasonably denied.
- (c) The Alliance agrees to provide the employee with a copy of the Workplace Safety Insurance Board Form 7 at the same time as it is sent to the Board.

L-15.02 The Alliance will reimburse the employee for damages incurred to the employee's personal property such as eyeglasses, ripped uniforms, or personal clothing, as a result of being assaulted while performing her/his work.

ARTICLE L-16 - JOB SHARING

L-16.01 Recognizing that some employees desire a more flexible working arrangement, it is the parties' objective to ensure that two employees job sharing one full-time rotation should not receive any benefits which would be superior individually or cumulatively, to that which the full-time employee would receive.

L-16.02 Job sharers will be treated as regular part-time employees for all purposes, with the exception of scheduling.

L-16.03 The total number of positions allowed to job share will be a maximum of forty (40) full-time equivalents. Individuals who are presently working full-time and wish to make application to job share should do so in writing to the Manager or designate and the Director, Human Resources or delegate.

L-16.04 (a) Where such job sharing application is acceptable to the Manager or designate, the applicant's portion of the position will not be posted but the remainder of the original position shall be posted as per the Central Part-time Collective Agreement.

(b) If more employees in an area make application to job share in that area than is acceptable to the Manager or designate, the decision of which job(s) is (are) to be shared shall be based upon seniority.

L-16.05 The selection process for applicants to the posted position shall be in accordance with the Central Part-time Collective Agreement.

L-16.06 (a) If one of the job sharers terminates her/his position or transfers to a different position, posting of such vacancy will be as per the Central Part-time Collective Agreement. Should an employee in a job sharing position desire a full-time position, she/he must make application for a full-time position as per the Central Full-time Agreement.

(b) If a full-time position which is job shared reverts to a non-shared full-time position, then the job sharing employee, if she/he wishes the full-time position, must make application for that full-time position as per the Central Full-time Agreement unless she/he was the incumbent of that original full-

time position, in which case, she/he will receive the position and it shall not be posted.

- L-16.07 Posted schedules for job sharing will be identical to the rotation for the full-time employees they replace.
- L-16.08 Job sharers will have the option of determining between themselves, which portion of the rotation they will work; however, this determination must be made before the schedule is posted. If the job sharers are unable to agree on which portion they will work, the Alliance shall schedule such work and the job sharers shall work in accordance with the posted schedule. Any changes made after the schedule has been posted must conform with the Collective Agreement and the appropriate documentation completed.
- L-16.09 The Alliance may discontinue job sharing with 60 calendar days' notice to the job sharing employees.
- L-16.10 Job sharers shall have the option of exchanging shifts with other full-time or regular part-time employees in accordance with the Collective Agreement.
- L-16.11 Each job sharer is responsible for replacing her/his partner for short-notice absences. However, it is recognized that it may not always be possible in the event of short-notice absences, e.g., illness or bereavement. In these cases a job sharer will be offered, and will endeavour, to replace his/her partner. However, that partner will have the option of declining such short-notice calls.
- For absences that exceed fourteen (14) calendar days, the ongoing arrangement and coverage of the line will be discussed between the remaining job sharing partner and the Manager or designate. The remaining job sharing partner will be offered the opportunity to fulfill the ongoing coverage of the line first.
- Job sharing partners will be required to cover each other's vacation. Such arrangements will be shared with the Manager or designate.
- L-16.12 Job sharers are covered by the part-time Collective Agreement and the scheduling aspects of the full-time Collective Agreement.

ARTICLE L-17 - SHORT TOURS

(Applies to part-time only)

- L-17.01 Where an employee(s) is scheduled to work less than a normal tour (7.5 hours), Article L-8 in its entirety applies except as amended by the following:
- (a) The Alliance will endeavour to keep the number of tours comprised of less than 7.5 hours to a minimum.
 - (b) Employees working shifts comprised of less than 7.5 hours shall be granted a paid rest period.

- (c) No part-time employee will be scheduled solely on tour(s) which are comprised of less than 7.5 hours in any pay period, except where such arrangements are requested by the employee and agreed to by the Alliance.
- (d) Employees working tours comprised of less than 7.5 hours shall not be scheduled to work more than five (5) consecutive tours. If an employee is required to work on a sixth (6th) consecutive and subsequent tour, then she/he will receive premium pay for each tour so worked until a day off is scheduled.

ARTICLE L-18 - VIOLENCE IN THE WORKPLACE

L-18.01 Violence in the Workplace

(a) Definition of Violence

Violence shall be defined as any incident in which an employee is abused, threatened or assaulted during the course of her or his employment. This includes the application of force, threats with or without weapons, severe verbal abuse and persistent sexual and racial harassment.

(b) Violence Policies and Procedures

The Employer agrees to develop explicit policies and procedures to deal with violence. The policy will address the prevention of violence, the management of violent situations the provision of support to employees who have faced violence. The policies and procedures shall be part of the Employer's health and safety policy and written copies shall be made available to each employee.

Such Policies and procedures will include but not be limited to Code White policy, Joint Occupational Health & Safety terms of reference and policies and procedures, as well as the zero tolerance statement and the Employee Assistance Program. Discussions and concerns about security measures and the management of specific incidents are also subjects for Hospital Association Committee meetings.

Huron Perth Healthcare Alliance is committed to providing a safe environment respecting the rights, dignity, well being and the professionalism of our Employees. Huron Perth Healthcare Alliance considers abuse a serious offence that will not be tolerated or condoned. To this end, Huron Perth Healthcare Alliance agrees to monitor the effectiveness of its Personal and Sexual Harassment Policy (HR-1-180) with the Union at regularly scheduled Labour-Management meetings.

Dated at Stratford, Ontario, this 17 day of November, 2020

FOR THE EMPLOYER

FOR THE UNION

Mark Momentoff

Brigitte Goar
Labour Relations Officer

Maria Faulkner

Tricia Delange

(Applies to Part-time only)

LETTER OF UNDERSTANDING

Between:

HURON PERTH HEALTHCARE ALLIANCE
(hereinafter referred to as "the Alliance")

And:

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

Re: Week End Work - Regular Part Time Nurses

Article L-9.01 - Classification - "Regular Part Time Nurses"

Regular Part Time Nurses shall state their availability in writing. Nurses in this classification are scheduled for a certain number of tours as posted on the time schedules. These nurses make a commitment to the Alliance to be available for work on the following basis:

- (a) Two weekends in four on a regular scheduled basis save and except where such weekend is worked as a result of an exchange of shifts with another nurse. For the purposes of short-call however, Regular Part Time Nurses may accept additional weekend work at their discretion. Regular Part Time Nurses shall indicate to the Alliance in writing their availability for short-call work on additional weekends. For the purposes of this agreement, short-call is defined as any shift which becomes available after the schedule for the period in question has been posted.
- (b) As scheduled on any tour either:
 - i) December 25 and December 26
or
 - ii) December 31 and January 1
- (c) For two of the three tours although specific preference for one tour other than days will be respected when possible.
- (d) At least four (4) 11.25 hour tours in a pay period or six (6) 7.5 hour tours in a pay period, or any combination up to forty-five (45) hours in a pay period.

The above agreement will be monitored on an ongoing basis via regularly scheduled Labour-Management meetings. At the end of the trial period, the parties will discuss the suitability of the language for placement in the local agreement.

Dated at Stratford, Ontario, this 17 day of November, 2020

FOR THE EMPLOYER

FOR THE UNION

Mark Momentoff

Brigitte Goar

Labour Relations Officer

Maria Faulkner

Tricia Delange

LETTER OF UNDERSTANDING

Between:

HURON PERTH HEALTHCARE ALLIANCE
(hereinafter referred to as "the Alliance")

And:

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

Re: Scheduling of Standby: Maternal/Child Care Unit

1. Standby assignments on the Maternal/Child Unit will cover the period from 1930 - 0730 hours Monday through Sunday.
2. The Manager, or designate, two (2) weeks prior to the six (6) week work schedule being posted, will email all regular part-time (including Job Sharers and those in the temporary full and regular part-time positions) the dates and times such self-scheduling will commence and end, including the number of standby assignments required.
3. At the time the six (6) week work schedule is posted, and in accordance with the timeline outlined above, regular part-time (including Job Sharers and those in the temporary full and regular part-time positions) will self-schedule at least three (3) standby assignments per schedule. Employees may self-schedule more if they so choose. All self-scheduling will be done equitably by rotating seniority, taking into account #4 below.
4. Any employee who find all the assignments covered when they self- schedule will be expected to choose first on the next schedule unless the three (3) standby assignments have been met by either call-in or assignment on the posted schedule.
5. The opportunity to self-schedule standby shifts is available for participation by all classifications who are qualified for standby in the Maternal/Child Unit.
6. If an employee is unable to fulfill his/her standby scheduling commitment as outlined above, such employee will identify this to the Manager.
7. Employees who have self-scheduled standby assignments on the weekends are waiving their right to premium payment for working a third and subsequent weekend.
8. In the event employees do not self-schedule standby assignments as per this agreement so that all assignments, as identified by the Manager, or designate, are covered, the Manager, or designate, will schedule standby assignments by reverse seniority starting with the most junior part-time nurse who has not scheduled his/herself for the required number of standby assignments and proceeding up the seniority list with each shift for which she/he must provide coverage.

- 9. After the standby process has been completed, and should a standby assignment be needed, the Manager, in conjunction with the Team Leader will put out a call for volunteers. This will be done on a first come, first-served basis in that the first qualified volunteer to respond will be given the standby shift. If no volunteers come forward, the Manager will, at their discretion, assign the standby shift to the most appropriate qualified junior regular part-time nurse whose schedule permits the assignment.

- 10. Employees must ensure a minimum of two (2) Labour and Delivery RNs plus a Charge Nurse are scheduled to work when obtaining coverage for a standby shift for which they had been scheduled.

Dated at Stratford, Ontario, this 17 day of November, 2020

FOR THE EMPLOYER

FOR THE UNION

Mark Momentoff

Brigitte Goar

Labour Relations Officer

Maria Faulkner

Tricia Delange

LETTER OF UNDERSTANDING

Between:

HURON PERTH HEALTHCARE ALLIANCE
(hereinafter referred to as "the Alliance")

And:

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

Re: Self Scheduling

- (a) The Association (full time and/or part-time employee groups) and the Alliance agree in principle to the concept of self-scheduling. Should the Alliance 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:
- i) Eighty percent (80%) of the nursing staff must indicate by secret ballot their willingness to participate in self-scheduling prior to the commencement of the test. It is understood that there will be a separate vote conducted for full time and part-time employees.
 - ii) The trial period shall be for six (6) months, after which the full time and part-time employees will again indicate by secret ballot their willingness to continue self-scheduling. Self scheduling will be discontinued in any unit when fifty percent (50%) of the votes indicate they do not wish to continue.
 - iii) Employees participating in self-scheduling shall be responsible for scheduling their hours including paid holidays and lieu days.
 - iv) The self-scheduling schedules shall be submitted to the Manager or designate for review and approval to ensure that appropriate nursing coverage is maintained. The Manager or designate's approval of self-scheduling shall not be unreasonably withheld.
 - v) Self-scheduling may be cancelled by either the Alliance or the Association upon a minimum of eight (8) weeks' written notice to the other party.
 - vi) Self-scheduling, including scheduling regulations, shall comply with all the provisions of the full time and part-time collective agreements in all respects.
 - vii) In the event that self-scheduling is continued following the trial, the Alliance and the Association shall meet prior to the end of the trial period in order to discuss the terms of the continuation.

Letter of Understanding
Self Scheduling
Page 2

- viii) Prior to instituting self-scheduling on a continuing basis in a unit, the Association will be provided with a copy of the self-scheduling guidelines.
- ix) Guidelines will be kept with Alliance Association minutes.

Dated at Stratford, Ontario, this 17 day of November, 2020

FOR THE EMPLOYER

FOR THE UNION

Mark Momentoff

Brigitte Goar
Labour Relations Officer

Maria Faulkner

Tricia Delange

LETTER OF UNDERSTANDING

Between:

HURON PERTH HEALTHCARE ALLIANCE
(hereinafter referred to as "the Alliance")

And:

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

Re: Education leave

The Alliance and the Union are committed to the ongoing education and professional development of Registered Nurses. To this end, the Alliance has agreed to approach the Alliance's four Foundation Boards with a proposal for the funding of paid staff education time.

Dated at Stratford, Ontario, this 17 day of November, 2020

FOR THE EMPLOYER

FOR THE UNION

Mark Momentoff

Brigitte Goar
Labour Relations Officer

Maria Faulkner

Tricia Delange

LETTER OF UNDERSTANDING

Between:

**HURON PERTH HEALTHCARE ALLIANCE
(hereinafter referred to as "the Hospital")**

And:

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

Re: Reassignment

In accordance with Article 10.07 (g) and 10.08 (a), the Parties acknowledge that it may be necessary from time to time to reassign Nurses to other nursing units within the Hospital.

The Parties acknowledge that the need to ensure safe, quality care on both the sending and receiving unit will be the primary consideration in all reassignment decision making. Where it is determined that a nursing unit is in an overstaffed situation, the Hospital will reassign the affected Registered Nurse(s) to another suitable assignment. The selection of the nurse to be reassigned will be made in the following order:

- a) ask scheduled nurses if they wish the opportunity to work on the unit to which assignment is required;
- b) Casual Part Time Nurses on a unit, starting with the most junior would be reassigned;
- c) The most junior regular part-time nurse including Job Sharers would be reassigned;
- d) Then the most junior full-time would be reassigned.

Reassignment to another nursing unit shall not be construed to be a change in the Nurse's work schedule. Nurses shall not be reassigned consecutive shifts.

Registered Nurses not required to be reassigned would include those nurses who are in their orientation, being mentored, being accommodated, on a return to work program (WSIB or health leave), in probation or supernumerary.

Dated at Stratford, Ontario, this 17 day of November, 2020

FOR THE EMPLOYER

FOR THE UNION

Mark Momentoff

Brigitte Goar
Labour Relations Officer

Maria Faulkner

Tricia Delange

LETTER OF UNDERSTANDING

Between:

**HURON PERTH HEALTHCARE ALLIANCE
(hereinafter referred to as "the Alliance")**

And:

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

Re: Scheduling of Standby: Seaforth Emergency Department

1. Standby assignments for the Seaforth Emergency Department will be scheduled covering the period 2300-0700 hours Monday through Sunday.
2. Employees scheduled for standby will be provided with beepers (if appropriate). The Employer will provide four (4) beepers for use during standby. Employees will have forty-eight hours (48) following their standby shift to return the beeper to the Seaforth Emergency.
3. Standby shall be assigned to all staff who are scheduled to work the evening shift as equably as can be as it relates to the scheduling provisions of regular part-time and full-time staff.
4. Staff scheduled for standby between 2300-0700 hours after working the evening shift will be expected to return to the Seaforth Emergency within thirty (30) minutes.
5. Determination of the need for stand by RN will be made by the charge nurse in consultation with the Emergency RN.
6. Where appropriate, Inpatient Unit staff will assist the Emergency RN with Emergency patients within their scope of practice.
7. The standby Emergency RN will return to standby status when additional clinical support is no longer required.
8. Employees scheduled for standby assignments on the weekend are waiving their right to premium payment for working a third (3rd) and subsequent weekend unless called in to work from standby.

Dated at Stratford, Ontario, this 17 day of November, 2020

FOR THE EMPLOYER

FOR THE UNION

Mark Momentoff

Brigitte Goar
Labour Relations Officer

Maria Faulkner

Tricia Delange

LETTER OF UNDERSTANDING

Between:

HURON PERTH HEALTHCARE ALLIANCE
(hereinafter referred to as "the Alliance")

And:

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

Re: Vacation Scheduling and Approval Process

- 1) The "vacation year" is defined as the period from May 1st - April 30th for the purposes of this Letter of Understanding.
- 2) Vacation quotas shall be established on each unit in accordance with operational needs and shall not be arbitrary or unreasonable. The quotas shall only include members of the bargaining unit and shall be posted on the planner by Feb 1st of each year on each unit. Composite positions are included into the quotas on their Home base unit. Where possible vacation quotas for the OR/PACU will be adjusted to meet the staffing needs for any/all seasonally appropriate resource allocations.
- 3) The granting of vacation requests is dependent upon the Manager's ability to effectively and safely staff the Unit; vacation approvals will be posted on May 1st; (for the purposes of this Letter of Understanding, "summer time" is defined as: the Victoria Day weekend until/including the Labour Day weekend).
- 4) As per Article L-10.03 - No more than three (3) weeks vacation shall be scheduled off by any one (1) Nurse during the months of July and August, each year. Additional weeks of vacation may be approved during prime time, if operationally practicable.
- 5) Cancellation of Approved Vacation Requests by the Employee: During the months of July, August and the first two weeks in September approved vacation requests cannot be rescinded by the employee unless mutually agreeable by the employee and the employer. At other times during the year, approved vacation requests cannot be cancelled during posted time unless mutually agreeable by the employee and the employer.
- 6) Effective 2019 Vacation year: vacation requests made on the planner and submitted electronically to the scheduler or designate prior to March 1st shall be granted by seniority; for those who have requested vacation in either May or June, a response will be sent no later than March 21st. Any request made after March 1st will be considered on a "first come, first served basis".
- 7) Final vacations approvals for the period May and June will be posted on March 21st. Final vacation approvals for July through April will be posted on May 1st. Between March 1st and April 30th, discussions between the Manager and staff will take place re: conflicts as they relate to vacation requests, the collective agreement, and the Letter of Understanding.

- 8) Vacation time will be granted in blocks of 1 week. Week long blocks of vacation will be given preference over requests for single shifts. One week will be considered Monday to Sunday. Under certain circumstances vacation requests for partial shifts shall be granted.
 - 9) Vacation requests should be made based on vacation entitlement (as per the Collective Agreement). Regular part-time staff may request vacation up to the amount of vacation time they are entitled to, based on their seniority (as per the Collective Agreement).
 - 10) Job sharing partners will be required to cover each other's vacation and will not be included in the quotas. Such arrangements will be shared with the Manager or designate.
 - 11) LOA's may be granted under certain circumstances, but only after all vacation/lieu time has been used up (with the exception of the last 3.75 hours of an 11.25 hour shift where 7.5 hours of "stat" time is being taken. The OR/PACU/Day Surgery/Endo is an exception to this when there are ad hoc decreases in OR utilization).
 - 12) As with all other requests for time off, requests for 4-hour blocks of time off will be considered based on the Managers' ability to effectively and safely staff the unit.
 - 13)
 - (a) Once time is posted, additional requests for time off (i.e., vacation, lieu time, stat, etc.) will be considered based on the Managers' ability to effectively and safely staff the unit.
 - (b) Requests that meet the above criteria will be handled in the following manner:
 - (i) a single contact by the nurses' preferred method will be placed to each eligible regular part-time nurse, including job sharers as appropriate, and casual part-time nurses, offering the available shift(s) (as per the Collective Agreement);
 - (ii) if, at this time, no replacement can be found, the request for time off will be denied by the Manager/designate and the denied request will be returned to the staff member in order that they may attempt to arrange a mutual shift exchange with another staff member. If, however, a replacement is found, their name will be recorded on the request form and the Manager will approve the request.
- Please note: a nurse will not be scheduled for this shift(s) if it places him/her in a premium situation.
- 14) Changes to the master/posted vacation schedule are to be made with the approval of the Manager. It is inappropriate to change one's "master" schedule based on the vacation requests of another staff member. Changes made in this fashion cause great confusion and often result in inconsistencies/unfairness in shift distribution.

This Letter of Understanding will be monitored on an ongoing basis via regularly scheduled Labour-Management and ad hoc Scheduling Meetings.

Dated at Stratford, Ontario, this 17 day of November, 2020

FOR THE EMPLOYER

FOR THE UNION

Mark Momentoff

Brigitte Goar
Labour Relations Officer

Maria Faulkner

Tricia Delange

LETTER OF UNDERSTANDING

Between:

HURON PERTH HEALTHCARE ALLIANCE
(Clinton Public Hospital/Seaforth Community Hospital)
(hereinafter referred to as "the Alliance")

And:

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

Re: Composite Full-Time Nurse Position- Clinton Public Hospital Emergency Department and Seaforth Community Hospital Emergency Department

1. The parties agree that one (1) full-time composite nurse position will be created and that such position will be scheduled to work days and nights in the Emergency Departments (EDs) at both Clinton Public Hospital (CPH) and Seaforth Community Hospital (SCH). In the event that this composite position is eliminated, it is understood that the composite position will revert to one (1) regular part-time Emergency Department nurse position working at Clinton Public Hospital and one (1) regular part time Emergency Department nurse position working at Seaforth Community Hospital.
2. The requirements to work in the EDs at Clinton Public Hospital and Seaforth Community Hospital will be clearly indicated when the position is posted. The composite position will have a DDNN master rotation, consisting of shifts between both departments. Depending on the operational needs of each department, the shifts may vary in distribution but ultimately the DDNN rotation will be honored.
3. All terms and conditions of the Collective Agreement including but not limited to scheduling provisions will be respected. All hours worked by a nurse in a composite position will be distributed and posted on both units. With respect to mutual exchanges of shifts, the composite nurse will exchange shifts with the respective department where the shift was scheduled. For example, if the nurse would like to exchange an ED shift at Clinton Public Hospital, she/he must do that exchange with another ED nurse at CPH. Same would apply for exchanges of shifts at Seaforth Community Hospital.
4. The full-time Nurse in the ED composite position will be assigned to the Clinton Public Hospital Emergency Department for the purposes of vacation, layoff, recall, or any other provisions dealing with seniority rights. The full-time composite Nurse will submit vacation requests for the year as per ONA collective agreement.
5. Any new composite full-time positions will not be implemented or posted in any program without the Parties' agreement in advance.
6. The Employer will notify the Union of the name of the Nurse who successfully posts into this position.
7. If the issues of composite positions are addressed in the Central Collective Agreement, the parties agree to meet to implement any necessary changes to this Letter of Understanding.

Dated at Stratford, Ontario, this 17 day of November, 2020

FOR THE EMPLOYER

FOR THE UNION

Mark Momentoff

Brigitte Goar
Labour Relations Officer

Maria Faulkner

Tricia Delange

LETTER OF UNDERSTANDING

Between:

**HURON PERTH HEALTHCARE ALLIANCE
(Seaforth Hospital)**
(hereinafter referred to as "the Alliance")

And:

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

Re: Composite Part-Time Nurse Position- HPHA Seaforth Site Emergency Department and HPHA Seaforth Site Inpatient Unit

1. The parties agree that one (1) regular part-time registered nurse composite position will be created and that such position will be scheduled to work days, nights, evenings and on call in the Emergency Department (ED) and will also work on the Inpatient unit at HPHA- Seaforth Site. In the event that this composite position is eliminated, it is understood that the composite regular part time position will revert to one (1) regular part-time Emergency department registered nurse position working at the HPHA- Seaforth site.
2. The requirements to work in the Emergency department and the Inpatient unit at Seaforth Community Hospital will be clearly indicated when the position is posted. The composite position will have a regular part time commitment, consisting of shifts between both departments. Depending on the operational needs of each department, the shifts may vary in distribution between the Inpatient and Emergency department however, an effort will be made to provide balance between scheduling in both units, to ensure opportunity to maintain competency in both areas.
3. All terms and conditions of the Collective Agreement with respect to scheduling provisions will be respected. All hours worked by a nurse in a composite position will be distributed and posted on both units. With respect to mutual exchanges of shifts, the composite nurse will exchange shifts with the respective department that the shift is scheduled in. For example, if the nurse would like to exchange an ED shift, she/he must do that exchange with another ED nurse. Same would apply for exchanges on the Inpatient Unit.
4. The part-time RN in the composite position will be assigned to the Seaforth Hospital Emergency Department for the purposes of vacation, layoff, recall, or any other provisions dealing with seniority rights. The part-time composite RN will submit vacation requests for the year as per the ONA Collective Agreement.
5. Any new composite part-time positions will not be implemented or posted in any program without the Parties agreement in advance.
6. The Employer will notify the Association of the name of the Nurse who successfully posts into this position.

- 7. If the issues of composite positions are addressed in the Central Collective Agreement, the parties agree to meet to implement any necessary changes to this Letter of Understanding.

Dated at Stratford, Ontario, this 17 day of November, 2020

FOR THE EMPLOYER

FOR THE UNION

Mark Momentoff

Brigitte Goar
Labour Relations Officer

Maria Faulkner

Tricia Delange

LETTER OF UNDERSTANDING

Between:

**HURON PERTH HEALTHCARE ALLIANCE
(Clinton Hospital)
(hereinafter referred to as "the Alliance")**

And:

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

Re: Composite Part-Time Nurse Position- HPHA Clinton Public Hospital Site Emergency Department and HPHA Clinton Public Hospital Site Inpatient Unit

1. The parties agree that one (1) regular part-time registered nurse composite position will be created and that such position will be scheduled to work days, nights, evenings and on call in the Emergency Department (ED) and will also work on the Inpatient unit at HPHA Clinton Site. In the event that this composite position is eliminated, it is understood that the composite regular part time position will revert to one (1) regular part-time Emergency department registered nurse position working at the HPHA- Clinton site.
2. The requirements to work in the Emergency department and the Inpatient unit at Clinton Public Hospital will be clearly indicated when the position is posted. The composite position will have a regular part time commitment, consisting of shifts between both departments. Depending on the operational needs of each department, the shifts may vary in distribution between the Inpatient and Emergency department however, an effort will be made to provide balance between scheduling in both units, to ensure opportunity to maintain competency in both areas.
3. All terms and conditions of the Collective Agreement with respect to scheduling provisions will be respected. All hours worked by a nurse in a composite position will be distributed and posted on both units. With respect to mutual exchanges of shifts, the composite nurse will exchange shifts with the respective department that the shift is scheduled in. For example, if the nurse would like to exchange an ED shift, she/he must do that exchange with another ED nurse. Same would apply for exchanges on the Inpatient Unit.
4. The part-time RN in the composite position will be assigned to the Clinton Public Hospital Emergency Department for the purposes of vacation, layoff, recall, or any other provisions dealing with seniority rights. The part-time composite RN will submit vacation requests for the year as per the ONA collective agreement.
5. Any new composite part-time positions will not be implemented or posted in any program without the Parties agreement in advance.

6. The Employer will notify the Association of the name of the Nurse who successfully posts into this position.
7. If the issues of composite positions are addressed in the Central Collective Agreement, the parties agree to meet to implement any necessary changes to this Letter of Understanding.

Dated at Stratford, Ontario, this 17 day of November, 2020

FOR THE EMPLOYER

FOR THE UNION

Mark Momentoff

Brigitte Goar
Labour Relations Officer

Maria Faulkner

Tricia Delange
