

COLLECTIVE AGREEMENT

Between:

HOMEWOOD HEALTH CENTRE INC.
(Hereinafter referred to as "the Hospital")

And:

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

Expiry Date: March 31, 2011

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APPENDIX 3
SALARY SCHEDULE

A.01 The Hourly wage schedule for Full-Time nurses shall be as follows:

Registered Nurse
Employee Health Nurse

	<u>Effective</u> <u>April 1, 2008</u>	<u>Effective</u> <u>April 1, 2009</u>	<u>Effective</u> <u>April 1, 2010</u>
Start	\$27.67	\$28.50	\$29.36
1 Year	\$28.08	\$28.92	\$29.79
2 Years	\$28.55	\$29.41	\$30.29
3 Years	\$29.95	\$30.85	\$31.78
4 Years	\$31.37	\$32.31	\$33.28
5 Years	\$33.14	\$34.13	\$35.15
6 Years	\$34.91	\$35.96	\$37.04
7 Years	\$36.71	\$37.81	\$38.94
8 Years	\$39.31	\$40.49	\$41.70
25 Years	\$40.00	\$41.20	\$42.44
Experience			

APPENDIX 3
SALARY SCHEDULE

Special Service Nurse

	<u>Effective</u> <u>April 1, 2008</u>	<u>Effective</u> <u>April 1, 2009</u>	<u>Effective</u> <u>April 1, 2010</u>
Start	\$26.44	\$27.23	\$28.05
1 Year	\$27.26	\$28.08	\$28.92
2 Years	\$27.88	\$28.72	\$29.58
3 Years	\$30.32	\$31.23	\$32.17
4 Years	\$31.77	\$32.72	\$33.70
5 Years	\$33.55	\$34.56	\$35.60
6 Years	\$35.33	\$36.39	\$37.48
7 Years	\$37.13	\$38.24	\$39.39
8 Years	\$39.69	\$40.88	\$42.11
25 Years	\$40.00	\$41.20	\$42.44

L 3

APPENDIX 3

SALARY SCHEDULE

Graduate Nurse

	Effective <u>April 1, 2008</u>	Effective <u>April 1, 2009</u>	Effective <u>April 1, 2010</u>
Start	\$22.83	\$23.51	\$24.22
After 1 Year	\$24.10	\$24.82	\$25.56

APPENDIX 5

APPENDIX OF LOCAL PROVISIONS

The parties agree to implement the Centrally Negotiated Collective Agreement between the Participating Hospitals and the Ontario Nurses' Association, expiry March 31st, 2011, upon ratification of this agreement by the parties except as amended by the Addendum to this Local Appendix 5.

ARTICLE A – RECOGNITION

A - 1 The Hospital recognizes that in accordance with the "Certificates" issued by the Ontario Labour Relations Board and dated at Toronto on the 2nd day of July, 1981 and the 20th day of May, 1982, the Ontario Nurses' Association is the bargaining agent of all full-time registered and graduate nurses of The Homewood Sanitarium of Guelph, Ontario Limited employed in a nursing capacity in Guelph, Ontario, save and except Immediate Supervisor/Designate and persons above the rank of Immediate Supervisor/Designate.

A - 2 The Hospital recognizes that in accordance with the "Certificate" issued by the Ontario Labour Relations Board and dated at Toronto on the 9th day of October, 1981, the Ontario Nurses' Association is the Bargaining Agent of all Part-Time Registered and Graduate nurses regularly employed in a nursing capacity by the Homewood Sanitarium of Guelph, Ontario Limited, save and except save and except Immediate Supervisor/Designate and persons above the rank of Immediate Supervisor/Designate.

Note: The Homewood Sanitarium of Guelph has been renamed Homewood Health Centre Inc.

A - 3 A Regular Part-Time nurse's commitment to be available for work as required will include the following conditions:

- (a) available to work every other weekend.
- (b) available to work all three (3) shifts (nights, days and evenings);
- (c) available for work at least two (2) scheduled tours per week;
- (d) available to work as scheduled on any tour over either the Christmas or New Year's period subject to Article H-1 (f).

ARTICLE B – MANAGEMENT RIGHTS

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

ARTICLE C – UNION SECURITY

- C - 1 The interview period as provided for in Article 5.06 will be scheduled to occur during the formal orientation period. The Employer will notify the Bargaining Unit President/Designate (BUP) of the time and place of the scheduled interview. At least two (2) weeks' notice will be provided.

ARTICLE D – REPRESENTATION AND COMMITTEES

- D - 1 The parties agree that nurse representatives and committee members, as provided for in Article 6, may be from either the full-time or part-time bargaining unit and shall represent both bargaining units.
- (a) The Hospital will recognize eight (8) nurse representatives. The Union will provide a list of the names of the nurse representatives and the areas which they represent, as designated below, and any changes as they occur:

Addiction Division
Community Division
Specialized Psychiatry Division

(b) Grievance Committee

There will be a grievance committee of up to three (3) nurses.

(c) Hospital-Union Committee

There will be a Hospital-Union Committee comprised of three (3) representatives of the Hospital and three (3) representatives of the Union. Each party may have alternates to replace a member from time to time.

(d) Negotiating Committee

There will be a Negotiating Committee of up to four (4) nurses of whom no more than one (1) shall be from any one (1) unit.

(e) The Employer shall recognize one (1) ONA member as a certified worker pursuant to the Occupational Health and Safety Act, in addition to the Occupational Health Nurse.

(f) Professional Development Committee

In accordance with Article 9, a Professional Development Committee shall be formed. The composition of said committee shall include four (4) representatives of the Hospital including the Chief Nursing Officer or designate and a Human Resources representative. There shall be four (4) representatives from the Union including the Bargaining Unit President/Designate.

The parties agree that the Hospital-Union Committee will continue to discuss issues that will eventually transfer to this committee in the interim.

D - 2 The Hospital will provide the Union with a list of all present standing Committees and Committee members. The Hospital shall provide this list by January 15th of each year and shall inform the Bargaining Unit President/Designate of the Local of any changes to this list, as they occur, as well as any ad hoc Committees.

D - 3 It is recognized that the Union has representation on the following committees:

Service Excellence Forums
Pension Advisory Committee
Joint Occupational Health and Safety Committee
Employee Assistance Program
Employment Equity

Professional Development Committee

Union representation on any ad hoc committees will be discussed at Union-Management Committee meetings.

ARTICLE E – SENIORITY LIST

- E - 1 A copy of the current seniority lists as provided for in Article 10.02 will be provided on January 31st and July 31st of each year.
- E - 2 The Hospital and the Union agree to establish a joint Committee to discuss the possibility of a common definition of “seniority”.

ARTICLE F – LEAVE FOR UNION BUSINESS

- F - 1 Leave for Union business as provided for in Article 11.02 shall be granted up to a cumulative total of fifty (50) days during the calendar year for all nurses, including full-time and part-time nurses, subject to the following conditions:
 - (a) The Union will, if possible, notify the Hospital in writing four (4) weeks in advance of the requested leave;
 - (b) no more than four (4) nurses shall be absent at any one time;
 - (c) no more than three (3) nurses shall be from any one service at any one time.
 - (d) where the Hospital replaces any nurse(s) who are on leave for Union business by another RN who is covered by the Collective Agreement then the Hospital will bill the Local Union.
- F - 2 The Bargaining Unit President/Designate shall be scheduled on the day tour only and shall be scheduled off on weekends. The Union shall determine which officer shall be so scheduled. Should this officer be absent for a period of thirty (30) days or more, then the other officer shall then be scheduled on the day tour only and scheduled off on weekends.
- F - 3 Where a room is available the Union may schedule Union meetings at the Hospital.

ARTICLE G – SICK LEAVE

- G - 1 If a nurse is ill and therefore unable to report for her scheduled shift she will notify the Hospital to that effect as far in advance as possible prior to the start of her scheduled day shift and at least four (4) hours prior to the start of a scheduled evening or night shift.

ARTICLE H – HOURS OF WORK**H - 1 Scheduling**

- (a) Schedules will be posted four (4) weeks in advance and shall cover a four (4) week period.
- (b) Nurses will not work more than seven (7) consecutive shifts, unless by request of the nurse or by mutual agreement. Should a nurse work eight (8) or more consecutive shifts, she shall receive premium pay as provided for in Article 14.03, until she receives a day off. This premium shall not apply where the request is made solely by the nurse.
- (c) No nurse shall be required to work with less than two (2) consecutive tours off between shift changes. Should a nurse work with less than two (2) consecutive tours off between shift changes, she shall receive premium pay as provided for in Article 14.03 for all hours worked until she receives the required time off between shift changes.
- (d) A nurse will receive premium pay as provided for in Article 14.03 for all hours worked on a second and subsequent consecutive weekend save and except where:
 - i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - ii) such nurse has requested weekend work; or
 - iii) such weekend is worked as the result of an exchange of tours with another nurse.

For the purpose of this section a weekend off shall be defined as any period of fifty-six (56) consecutive hours following the Friday day tour to the Monday day tour inclusive.

- (e) The first shift of the day shall be the day shift.
- (f) All nurses will receive at least four (4) consecutive days off either at Christmas or New Year's. Time off at Christmas and New Year's shall include the periods from December 24 at 1500 hours to the December 27 day tour inclusive and following the December 30 day tour to the January 2, day tour inclusive. Between December 15 and January 5, or such later date as is necessary, but not later than January 15, all scheduling regulations will be adhered to except for H-1 (d). However, a nurse will receive premium pay as provided for in Article 14.03 for all hours worked on a third and subsequent consecutive weekend between December 15 and January 15 save and except where:

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

More than four (4) consecutive days off in the case of an individual nurse shall be at the discretion of the Hospital.

This provision will not apply to areas where nurses normally work Monday to Friday and are not normally scheduled to work on paid holidays.

- (g) A request by a nurse for a change in the posted shift schedule must be submitted to the nurse's immediate supervisor for her approval. Such request must be in writing and co-signed by the nurse willing to make the exchange. Such exchange shall not result in premium or overtime payment by the Hospital.
- (h) Split days off may be scheduled by mutual agreement, but shall be kept to a minimum.
- (i) The Hospital will post full-time schedules so that a minimum of fifty percent (50%) of the tours scheduled will be day tours. In this context, it is understood that patient care needs should be met.
- (j) A nurse may request to rotate over two (2) shifts rather than three (3) shifts. The two shifts to be rotated are either days and evenings or days and nights. Such a request to rotate over days and evenings or rotate over days and nights will not be unreasonably denied.
- (k) The Hospital will not make any changes in schedules unless such proposed changes have been discussed with the Union.
 - (i) Extended tours shall be introduced into any unit when:
 - (A) eighty percent (80%) of the nurses in the unit so indicate by secret ballot; and
 - (B) the hospital agrees to implement the extended tours; such agreement shall not be withheld in an unreasonable nor arbitrary manner.
 - ii) Extended tours may be discontinued in any unit when:
 - (A) sixty percent (60%) of the nurses in the unit so indicate by secret ballot; or:

- (B) the Hospital because of:
 - (1) adverse effects on patient care,
 - (2) inability to provide a workable staffing schedule,
 - (3) financial constraints, or
 - (4) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary, states its intention in writing to the Union to discontinue the extended tours.
- iii) When written notice of discontinuation is given by either party in accordance with paragraph (2) above, then,
 - (A) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
 - (B) 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.
- iv) There will be an ongoing evaluation of the extended tour in each unit.

H - 2 Innovative Scheduling

The parties agree to enter into discussion regarding Innovative Scheduling in accordance with Article 13.03. The parties agree to make every effort to reach agreement within the term of this Contract.

H - 3 Unit Weekend Scheduling

The parties agree to enter into discussion regarding Unit Weekend Scheduling in accordance with Article 13.04. The parties agree to make every effort to reach agreement within the term of this Contract.

H - 4 Individual Special Circumstance Scheduling

The parties agree to enter into discussion regarding Individual Special Circumstance Scheduling in accordance with Article 13.05.

H-5 Scheduling Regular Part-Time Nurses

The parties have agreed to the following terms in regard to scheduling, call-in and cancellation of Regular Part-Time Nurses.

- (a) In accordance with Article 2.04 and A-3 of Appendix 5 of the Collective Agreement, the commitment of availability for Regular Part-Time Nurses shall be:

available for forty-five (45) hours bi-weekly including every other weekend.
- (b) Pre-scheduled shifts will be distributed as equitably as possible over the posted schedule in accordance with seniority.
- (c) Any additional tours which become available after schedules are posted will be offered to Regular Part-Time nurses equitably in accordance with seniority until each RPT nurse has reached their commitment of available hours bi-weekly.
- (d) Once all Regular Part-Time nurses have met their commitment of availability as defined above, remaining tours will be offered on the basis of seniority.
- (e) Nurses will be considered for additional tours unless they indicate otherwise, in writing. Any restrictions on their availability will be given by the nurse, in writing, within two (2) weeks prior to the posting date of the next schedule.

It is expected that part-time nurses will be available to work on any Unit within the Hospital.
- (f) A tour will be deemed to be offered whenever a call is placed.
- (g) It is understood that any staff member who would be in a premium situation should be passed over in the calling-in process until all other possible solutions have been exhausted.
- (h) Where it is necessary to cancel a Regular Part-Time nurse in any unit, after she has reported to work, the Regular Part-Time nurse with the least seniority will be cancelled and she shall be entitled to exercise her seniority to bump the least senior nurse whose work she/he is qualified to perform.
- (i) Where a nurse has not been called in accordance with seniority she will be offered the next available tour as a make up tour prior to any calls to other nurses for additional tours.
- (j) Casual Part-Time nurses will only be called when the above procedure has been fully implemented and no Regular Part-Time nurses are available.

H-6

RE: HYBRID SCHEDULING:

1. A Hybrid Schedule is defined as a schedule which combines nurses working

solely standard eight (8) hour tours and nurses working solely extended or twelve (12) hour tours.

The Parties agree to the following language regarding the introduction and operation of Hybrid Scheduling starting with the HADS Unit(s) of the Hospital.

INTRODUCTION AND DISCONTINUATION OF THE SCHEDULE:

2. For purposes of clarity, the intent is to utilize the mechanisms contained in Article H-K (i) to (iv) to determine the process for the introduction and discontinuation of a Hybrid Schedule.

Where either Article H or I reads, "Extended Tour" the words "Hybrid Schedule" shall be substituted.

SCHEDULING:

3. For nurses who are working solely eight hour tours, the scheduling regulations for standard eight (8) hour tours shall apply and for nurses working solely extended twelve (12) hour tours, the scheduling regulations for extended tours shall apply for the nurses' posted schedules, as outlined in Articles H and I of the Local Appendix of the Collective Agreement.

SCHEDULING REGULAR PART TIME NURSES:

4. When scheduling regular part-time nurses for the above-identified Hybrid Schedule, it shall be as per Article H5, Scheduling of Regular Part-Time Nurses. Nothing within this clause is intended to prohibit the "call-in" of any part time nurse to work any shift on a hybrid schedule.

The Hybrid Schedule which is currently in effect on the HADS Unit(s) shall be deemed to comply with the scheduling regulations outlined above.

ARTICLE I – EXTENDED TOURS

The parties have agreed to the following terms for implementation of extended tours.

- I - 1 A nurse on the extended tour shall not be scheduled to work more than three (3) consecutive tours. Nurses scheduled for more than three (3) consecutive tours shall receive premium pay as per Article 14.03 of the Collective Agreement for all hours worked on the fourth (4th) and subsequent tours until time off is scheduled.
- I - 2 Nurses shall be entitled, subject to the exigencies of patient care, to a forty-five (45) minute unpaid mealtime during the first half of the tour and a forty-five (45) minute paid relief period during the second half of the tour.

I - 3 Nurses on the extended tours shall be scheduled off every second (2nd) week-end. Should the nurse be scheduled to work the second (2nd) week-end, she shall be paid in accordance with Article 14.03 of the Collective Agreements for all hours worked on the second (2nd) week-end and subsequent week-ends until a week-end is scheduled off.

This premium payment shall not apply when:

- (a) such weekend has been worked by the nurse to satisfy specific days off requested by the nurse; or
- (b) such nurse has requested week-end work; or
- (c) such weekend is worked as a result of an exchange of shifts or tours with another nurse.

I - 4 A week-end shall be defined as any period of fifty-six (56) consecutive hours following the Friday day tour.

I - 5 Not less than forty-eight (48) hours off shall be scheduled between changes in shifts.

I - 6 Shift premium as provided for in Article 14.10 Full-Time and Article 14.09 Part-Time of the Collective Agreements shall be paid for all hours worked between 1500 and 0700 Hours.

I - 7 Overtime premium shall be paid for all authorized hours worked in excess of the hours referred in Article 13.01 (where a 7.5 hour tour is scheduled) and Article 13.02 (where an 11.25 hour tour is scheduled).

I - 8 Sick Leave

A Full-Time nurse covered by HOODIP shall be paid in accordance with her seniority fifty (50) extended tours. (562.50 Hours).

ARTICLE J – PAID HOLIDAYS

J - 1 The designation of paid holidays under Article 15.01 is as follows:

- | | |
|--------------------------------|-------------------------|
| New Year's Day | Canada Day - July 1 |
| Family Day | Civic Holiday |
| Good Friday | Labour Day |
| Easter Sunday (Part-time only) | Thanksgiving Day |
| Easter Monday | Christmas Day - Dec. 25 |
| Victoria Day | Boxing Day - Dec. 26 |
| Float Day (Full-time only) | |

- J - 2 Where a full-time nurse is entitled to a lieu day under Article 15.04 or 15.05, such day off, with the exception of Christmas, Boxing and New Year's Days, must be taken either within forty-five (45) days before or sixty (60) days after the holiday at a mutually agreeable date, or payment shall be made in accordance with Article 15.03.

ARTICLE K – VACATIONS

- K - 1 The date for determining vacation entitlement shall be the full-time nurse's service review date and the subsequent anniversaries of that date.
- K - 2 The date for determining vacation entitlement for part-time nurses shall be June 30th.
- K - 3 Vacations shall be scheduled as follows:
- (a) All requests for summer vacation (June 15 to the end of the Labour Day Weekend) must be submitted by April 1 of each year. The vacation schedule shall be posted by May 1.
 - (b) All requests for vacation during the March break shall be submitted thirty (30) days prior to the date vacation is to commence.
 - (c) Vacation quotas shall not be unduly restrictive and shall only include members of this bargaining unit.
 - (d) In scheduling summer vacation requests, preference will be given to nurses in accordance with their seniority provided the nurse exercises this right by April 1. Vacation requests for other than the summer vacation period will be scheduled on a first come first served basis, however, such request must be made at least three (3) weeks prior to the posting of the shift schedule. Consideration will be given to requests received after this period.
 - (e) Vacations will not be scheduled for the period from December 20 to January 5th.
 - (f) Prior to leaving on vacation, nurses shall be notified of the date and time on which to report for work following vacation.
 - (g)
 - i) Any unused vacation accrual may be banked and the nurse has the next twelve (12) months following a nurse's vacation date to use, upon approval, the earned vacation benefit.
 - ii) Should a nurse be unable to take the earned vacation due to circumstance, consideration will be given on an individual basis for the nurse to schedule these vacation days at a mutually agreeable

time between the nurse and her immediate supervisor within a specified period of time, following the time referred to in (g) (i) above.

- K - 4 Regular part-time nurses will be paid their holiday pay at the end of the first pay period ending in July of each year. Regular part-time nurses may also request a payout of their accrued holiday pay at the end of the first pay period ending in December.

ARTICLE L – MISCELLANEOUS

- L - 1 The Hospital will provide two (2) bulletin boards for the posting of notices related to Union business. The bulletin boards will be located by the main door of the cafeteria and in another area to be determined. All such notices shall be signed by a member of the Local Union Executive and approved by a representative of the Human Resources Department.
- L - 2 Further to Article 10 of the Collective Agreement, all job postings shall be posted in each unit and shall indicate the unit to which the posting applies. A copy of all postings shall be provided to the Bargaining Unit President/Designate.

ARTICLE M – PRE-PAID LEAVE

- M - 1 In accordance with Article 11.11, the number of nurses that may be absent at any one time shall be eight (8) nurses for both the Full-Time and Part-Time bargaining units; however, to a maximum of six (6) Full-Time nurses.

ARTICLE N – MODIFIED WORK

- N - 1 Modified Work
- (a) The Hospital will notify the Bargaining Unit President/Designate of the Local Nurses' Union of the names of all nurses who go off work due to a work related injury or when a nurse goes on L.T.D.
 - (b) When it has been medically determined that an employee is unable to return to the full duties of her position due to a disability, the Hospital will notify and meet with a staff Representative of the Ontario Nurses' Association and a member of the Local executive to discuss the circumstances surrounding the employee's return to suitable work.
 - (c) The Hospital agrees to provide the employee with a copy of the Workers' Compensation Board Form 7 at the same time as it is sent to the Board.

ARTICLE O – NURSE ABUSE

- O - 1
- (a) The Hospital will inform the Union within twelve (12) hours of the Occupational Health and Safety Nurse being informed of any nurse who has been assaulted while performing her work. Such information shall be submitted in writing to the Union.
 - (b) The Hospital will reimburse the nurse for damages incurred to the nurse's personal property such as eyeglasses, ripped uniforms, personal clothing as a result of being assaulted while performing her work.
 - (c) If requested by the nurse, the Hospital will arrange for the nurse to receive assistance through the Employee Assistance Program.

ARTICLE P – RESIGNATION NOTICE

- P - 1
- For efficient replacement of staff, employees are requested to submit to their Coordinator, four (4) week's notice, in writing, of intent to resign but in no case will such notice be less than two (2) weeks. The nurse hereby authorizes that the Homewood shall hold back and deduct up to two (2) weeks' wages from any wages owing to the nurse on resignation, on the event of a failure by the nurse to provide the two (2) weeks' notice herein. The obligation to provide notice as stated herein may be waived by the Homewood in emergency situations. Notwithstanding, it is agreed that a resignation to seek or commence work elsewhere will not constitute an emergency.

ARTICLE Q – JOB SHARING

Q-1 If the Hospital and the Union agree to a job-sharing arrangement pursuant to Article 20.01 of the Central Collective Agreement, the following conditions shall apply unless otherwise agreed to by the Parties:

- a. Job Sharing requests with regard to full-time positions shall be considered on an individual basis.
- b. Total hours worked by the job sharers shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) nurses and the Immediate Supervisor/Designate of the Unit.
- c. The above schedules shall conform with the scheduling provisions as applicable to Full-time nurses.
- d. Each job sharer may exchange shifts with her partner, as well as with other nurses as provided by the Collective Agreement.
- e. The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.
- f. Coverage:
 - i) It is expected that both job sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the Unit Supervisor must be notified to book coverage. Job sharers are not required to cover for their partners in the case of prolonged or extended absences.
 - ii) Vacation, Maternity Leave, and other Leaves pursuant to Article 11 of the Central Full-Time and Part-Time Agreements:

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

Job share partners may make themselves available to work additional shift(s). It is understood that job share partners will not receive overtime payment unless the individual nurse has worked in excess of thirty-seven and one-half (37.5 hours) in a one week period. All part-time nurses who have made their availability known to the Immediate Supervisor/Designate of

the Unit will be offered any additional shifts prior to a job sharer and in accordance with the existing Letter of Understanding for the Scheduling of Regular Part Time Nurses.

g. Implementation

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

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

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

j. Discontinuation

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

SIGNING PAGE

Dated at Dundas, Ontario, this 21st day of August, 2008.

FOR THE EMPLOYER

Bethy [Signature]

[Signature] Schilling

Jill Spore

K. Kelner
B. Schenk

FOR THE UNION

Dora Kishenko, LRO
Labour Relations Officer

[Signature]

Beverly L. Allan

Terry McLellan

ADDENDUM TO THE COLLECTIVE AGREEMENT

6.04 (b) Central Negotiating Team

In the Central bargaining between the Ontario Nurses' Association and the Participating Hospitals, a nurse serving on the Union's Central Negotiating team shall be granted unpaid time off but without loss of leave credits, for attending central negotiating meetings with the Hospitals' Central Negotiating Committee up to, but not including, arbitration.

6.11 Does not apply at Homewood (subject to clarification that this was the intended article).

9.11 Where computers are introduced into the workplace and nurses are required to utilize those computers in the course of their duties, the Hospital agrees that the computer training relevant to the job being addressed will be provided at no cost to the nurses involved.

10.07 (a) Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Nurses in this bargaining unit and nurses in another ONA bargaining unit at the Hospital, if any, may make written application for such vacancy within the seven (7) day period referred to herein. Subsequent vacancies will be posted, provided it is understood that in all vacancies an applicant from outside the Hospital may be selected in the event of greater skill, ability, experience or qualifications than other applicants.

19.10 Education Allowance

An education allowance of Forty Dollars (\$40.00) monthly (\$1.85 daily) shall be paid to all nurses in the bargaining unit who have successfully completed the Post Graduate Psychiatric Nursing Course. Effective April 1, 2002, the education allowance shall be paid to all nurses in the bargaining unit who have successfully completed the Canadian Nurses' Association certification in Psychiatric/Mental Health Nursing. The Education Allowance will be issued for one or the other course, not both.

LETTER OF UNDERSTANDING

Between:

HOMWOOD HEALTH CENTRE INC.
(Hereinafter referred to as “the Employer”)

And:

THE ONTARIO NURSES’ ASSOCIATION
(Hereinafter referred to as “the Union”)

Whereas the Employer has established a work team known as the Assertive Community Treatment Team (ACTT) within the Community Division of the Homewood Health Centre, funded under the Waterloo Wellington LHIN Funding Type 2 and,

Whereas the Parties recognize the need to alter certain provisions contained within the Collective Agreement between the in order to facilitate the delivery of the program’s objectives, the Parties agree as follows:

1. Employees who are Members of the Union and who are employed on the ACTT may be subject to work a schedule outside of the normal work week of Monday to Friday, and may also be subject to hours of work outside the standard hours of 8:30 am until 4:30 pm.
2. That the work schedule is anticipated to be based on two shifts: one from 8:30 am until 4:30 pm and the other from 12:30 pm until 8:30 pm. It is understood that these defined shifts may change according to program needs. The Employer will provide sixty (60) days notice to the Union when such a change becomes necessary.
3. All Employees who are employed on the ACTT and who are Members of the Union will be scheduled to take standby duty on a rotational basis. As such, the affected nurses will be required to be available and responsible for standby duty as follows:
 - From 8:30 pm to 8:30 am on each weekday, from Monday through Sunday (12 hour tour of duty)
 - From 8:30 am on a paid holiday to 8:30 pm on the following day (24 hour tour of duty) and is inclusive of any regularly scheduled tours of duty
 - A rotation may be weekly with nurses beginning a rotation at 8:30 pm on Monday and completing the rotation at 8:30 am the following Monday, or the rotation may be determined by mutual agreement between the staff Member(s) and the Supervisor involved or the schedule may be for a portion of the weekly rotation, providing it meets the needs of the program

- Any ACTT nurse scheduled to be on standby and responsible to provide service as detailed above, shall be paid in accordance with Article 14 of the Central Hospital Collective Agreement
 - Nurses on standby who perform telephone work, or who must leave their residences to make a service call, shall be entitled to compensation in accordance with the following:
 - a. When an ACTT nurse performs telephone work while on standby the nurse shall be compensated at the rate of one-half (1/2) at straight time for calls of less than one-half hour in duration and shall be compensated at the rate of one (1) hour at straight time for calls of greater than one-half hour in duration. Except where time spent in telephone work exceeds the compensated time above, additional calls received during the one-half (1/2) or one (1) hour period shall not compound payment, due. For greater clarity, time spent on the telephone responding to calls shall be recorded and totalled for each daily period of standby duty. Such total time for telephone calls each day as reported will be rounded to the next fifteen (15) minutes.
 - b. When an ACTT nurse is required to leave her/his home while on standby to make a service call(s), the nurse shall be compensated in accordance with Article 14.06, including travel time to and from the nurse's work location and/or the site in the community where the work is to be performed. The nurse shall be compensated for such work in time or in payment, and shall be compensated for mileage at the rate established by the Homewood Health Centre.
4. The parties agree that ACTT nurses shall be provided with appropriate communication devices to ensure that the business of the Homewood Health Centre shall be conducted by making use of its equipment and that as such, the privacy of the nurses shall be reasonably protected.
 5. In the event that the Employer determines that part-time nurses will be required to work on the ACTT, the Parties shall meet to discuss specific issues not addressed in this letter, or within the Collective Agreement between the parties.
 6. That either Party to this agreement shall have the right to advise the other if it wishes to reopen discussions regarding any of the particulars of this agreement at any time after a period of six months has elapsed from the date the parties have executed this agreement between them.

The Parties agree that the foregoing Letter of Understanding forms the entire agreement between them, as it affects the treatment of the nurses employed on the ACTT and that this same Letter of Understanding relates to the specific conditions of employment outlined herein. For all other conditions of employment, the Parties recognize that the Collective Agreement remains in force and that all rights and entitlements contained within the Collective Agreement and between the Parties shall prevail, save and except for those conditions amended herein.

Signed at Dundas, Ontario, this 21st day of August, 2008

FOR THE HOSPITAL

Beth A

~~DA~~ Schilling

Jill S. Home

K. Kellerer

B. Schenk

FOR THE UNION

Dora Kirtlenko, LRO

Chulky

Beverly L. Allen

Jerry McEllan

LETTER OF UNDERSTANDING

Between:

HOMEWOOD HEALTH CENTRE
(Hereinafter referred to as “the Employer”)

And:

THE ONTARIO NURSES’ ASSOCIATION
(Hereinafter referred to “the Union”)

RE: LETTER OF UNDERSTANDING, NEW GRADUATE INITIATIVE

In the event that the Homewood participates in the New Graduate Initiatives Program, the Parties agree as follows:

1. As per the New Graduate Initiative guidelines (2007), the Employer will hire full-time temporary supernumerary nurses, up to the maximum funding available as per the Ministry Guidelines;
2. Notwithstanding Appendix 3, such supernumerary nurses will be paid as per the Registered Nurse salary grid of the Central Hospital Collective Agreement, Article 19;
3. New graduates that were offered a supernumerary position at the hospital prior to the signing of this agreement shall be governed by the terms of this agreement;
4. All supernumerary positions created throughout the hospital will be identified to the Union through the scheduled Hospital Association Committee;
5. Such positions will not be subject to internal postings or any Request for Transfer processes as outlined in Article 10.07;
6. Such nurses will be full-time and covered by the full-time Collective Agreement;
7. Such nurses will be in mentorship arrangements in accordance with Article 9 and specifically Article 9.08 (c);
8. As per the new graduate initiative guidelines, the minimum duration of supernumerary positions will be three (3) months and the maximum duration is seven and a half (7.5) months;

9. Such nurses may apply for and transfer to posted vacant positions after the probationary period is completed;
10. If the supernumerary nurse has completed his/her supernumerary appointment but has not posted into either a regular part-time or a full-time posting, the Employer shall provide the Union and the individual supernumerary nurse with official notification of completion of his/her appointment.
11. The Parties further agree to discuss the supernumerary positions at the appropriately scheduled Hospital Association Committee Meetings;
12. In the event of a layoff in the area of assignment of the supernumerary nurse, either the Hospital or the Union may require that the supernumerary nurse shall be laid off first, and according to Article 10 of the Central Hospital Collective Agreement;

Signed at Dundas, Ontario, this 21st day of August, 2008

FOR THE HOSPITAL

BWT
J. Schilling
Jill S. Stone
H. Keeler
B. Schenk

FOR THE UNION

Dora Kivlenko, LRO
Cherry
Beverly L. Allan
Terry McLeelan

LETTER OF UNDERSTANDING

Between:

HOMEWOOD HEALTH CENTRE
(Hereinafter referred to as "the Employer")

And:

THE ONTARIO NURSES' ASSOCIATION
(Hereinafter referred to "the Union")

RE: Violence Prevention and Control Task Force

The Employer and the Union agree that violence prevention and control in the workplace is mutually beneficial for both Parties.

The Employer and the Union agree to convene within a reasonable time frame, a meeting of a Violence Prevention and Control Task Force, with an equal number of representatives from the Ontario Nurses' Association and Homewood Health Centre.

The Task Force shall include but not be limited to participation by the Bargaining Unit President or her designate, and the Occupational Health and Safety Representative from the Ontario Nurses' Association at Homewood Health Centre.

The Terms of Reference for the Violence Prevention and Control Task Force shall be determined by the participants of the task Force. Documentation of the Terms of Reference and subsequent Minutes from the Meetings of the Violence Prevention and Control Task Force will be provided on a regular basis and by a mutually agreeable mechanism, to both the Employer and the Union.

This Letter of Understanding will expire at the end of the term of the Collective Agreement, unless otherwise negotiated.

Signed at Dundas, Ontario, this 21st day of August, 2008

FOR THE HOSPITAL

FOR THE UNION

[Signature]

Dora Kivlenko, LRO

[Signature]

[Signature]

Jill S. Stone

Beverly L. Pata

K. Kelener

Terry McLeelan

B. Schenk