

COLLECTIVE AGREEMENT

Between:

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

And:

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

Expiry Date: June 7, 2021

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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, 2020</u>	<u>Effective</u> <u>April 1, 2021</u>
Start	\$33.81	\$34.40
1 Year	\$33.97	\$34.57
2 Years	\$34.53	\$35.14
3 Years	\$36.24	\$36.88
4 Years	\$37.95	\$38.62
5 Years	\$40.09	\$40.79
6 Years	\$42.25	\$42.99
7 Years	\$44.40	\$45.18
8 Years	\$47.57	\$48.40
25 Years	\$48.40	\$49.25
Experience		

Nurse Practitioner

	<u>Effective</u> <u>April 1, 2020</u>	<u>Effective</u> <u>April 1, 2021</u>	<u>Effective</u> <u>December 30, 2021</u>
Start	\$50.89	\$51.78	\$51.78
Level 1	\$51.90	\$52.81	\$52.97
Level 2	\$52.93	\$53.86	\$54.95
Level 3	\$53.94	\$54.88	\$58.57
Level 4	\$54.96	\$55.92	\$62.94
Level 5	\$55.98	\$56.96	
Level 6	\$57.00	\$58.00	
Level 7	\$58.53	\$59.55	
Level 8	\$60.57	\$61.63	\$64.39
25 Yr	\$62.60	\$63.70	\$64.73

Clinical Nurse Specialist

	<u>Effective</u> <u>April 1, 2020</u>	<u>Effective</u> <u>April 1, 2021</u>
Start	\$45.74	\$46.54
1 Year	\$47.13	\$47.95
2 Years	\$48.97	\$49.83
3 Years	\$50.83	\$51.72
4 Years	\$52.70	\$53.62
25 Years	\$54.57	\$55.52

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 June 7th 2021, 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 Employer 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 Homewood Health Centre Inc. 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 Employer 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 Homewood Health Centre Inc. of Guelph, Ontario Limited, save and except Immediate Supervisor/Designate and persons above the rank of Immediate Supervisor/Designate.
- 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 nurses, work assignments, the hours of work and all other rights and responsibilities of management not specifically modified elsewhere in this Agreement.

B-2 The Employer 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.

C-2 The parties agree to the electronic submission of dues information between Homewood Health Centre finance department and the Ontario Nurses' Association. Only that information that is currently being provided and required under the Collective Agreement will be shared via the template provided by ONA.

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 Employer 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, and any changes as they occur.

(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 Employer 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) Joint Health and Safety Committee (JHSC)

The Employer shall recognize one (1) ONA member as a certified worker on the Joint Health and Safety Committee, in addition to the Occupational Health Nurse. When a regular Member of the Committee is not available, she/he may be replaced by an alternate, appointed by the Union.

(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 Employer 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 Employer will provide the Union with a list of all present standing Committees and Committee members. The Employer 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
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 Employer agrees to make available to all Members of the Bargaining Unit, at the end of each quarter, an electronic copy of the current seniority list via the Health Centre's electronic communication tool.

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 seventy-five (75) 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 Employer 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) the Employer will bill the Local Union for all days granted.

F-2 The Bargaining Unit President/Designate shall be scheduled on the day shift 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 shift only and scheduled off on weekends. When the employer schedules a meeting with the ONA Bargaining Unit President when she/he is not scheduled to work her regular tour or on an approved leave of any duration, subject to her/his availability, she/he shall be paid at time and one-half her straight time hours for all hours worked during the meeting.

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 tour she will notify the Employer to that effect as far in advance as possible prior to the start of her scheduled day tour and at least four (4) hours prior to the start of a scheduled evening or night tour. If the nurse is ill and unable to report for a day tour, she will endeavour to notify the Employer to that effect at least (2) hours in advance.

G-2 Sick Leave

A Full-Time nurse covered by HOODIP shall be paid in accordance with the amount of sick pay benefits payable according to the length of the nurse's service.

ARTICLE H – HOURS OF WORK

H-1 Scheduling

- (a) Schedules will be posted six (6) weeks in advance and shall cover a six (6) week period.

- (b) Nurses will not work more than seven (7) consecutive tours, unless by request of the nurse or by mutual agreement. Should a nurse work eight (8) or more consecutive tours, 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 tour of the day shall be the day tour. The first tour of a weekend, for the purpose of the weekend premium cited in Article 14.15, commences at 2300 hours Friday. The tour commencing at 2300 hours on Sunday night is not considered a weekend tour for the purpose of the weekend premium.
- (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 Employer, and will not be unreasonably denied.

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 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 Employer.
- (h) Split days off may be scheduled by mutual agreement, but shall be kept to a minimum.
- (i) Scheduling

The Employer will not make any changes in schedules unless such proposed changes have been discussed with the Union. In the event of a change to a unit's schedule, a nurse shall choose her/his preferred line of this schedule according to seniority. If there is a conflict, the parties shall have discussion to resolve the conflict.

The Employer will post full-time schedules so that a minimum of forty percent (40%) of the tours scheduled will be day tours. In this context, it is understood that patient care needs should be met. This provision may be waived by any full-time nurse and based on Manager approval. The Employer may canvas the nurses from time to time to determine which nurses do not require forty percent (40%) of the tours scheduled to be day tours.

- (j) Prior to altering the starting or finishing times in any unit or prior to introducing different shifts on a unit, the Bargaining Unit President or designate shall be notified, and consulted for input.
- (k) 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, or evenings and nights. Permanent evenings or permanent nights may also be considered with at least one hundred and eighty (180) hours or less (at management's discretion) scheduled on day shift during the calendar year so that management can assess the nursing practice of the individual nurse or schedule for training. Such a request to rotate will not be unreasonably denied. H-1 (i) will be waived should such rotations be approved.
- (l)
 - i) Extended tours shall be introduced into any unit when:
 - (A) sixty-six percent (66%) of the nurses in the unit so indicate by secret ballot; and
 - (B) the employer 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 Employer wishes to discontinue because of:
 - (1) adverse effects on patient care,
 - (2) inability to provide a workable staffing schedule,
 - (3) financial constraints, or
 - (4) reasons which are neither unreasonable nor arbitrary, and states their 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.
- (m) Offering Premium Hours

Where the offer of an additional tour (i.e. a normal daily tour or extended tour) will result in premium payment, then in order of rotating seniority, the tour will be offered as follows:

- i) full-time nurses (including weekend workers) on the unit
- ii) regular part-time nurses on the unit, including job sharers
- iii) nurses on the unit working under a special circumstances agreement
- iv) casual part-time nurses associated with the unit
- v) full-time nurses (including weekend workers) off the unit
- vi) regular part-time nurses off the unit, including job sharers
- vii) nurses off the unit working under a special circumstances agreement
- viii) casual part-time nurses off the unit

H-2 Innovative Scheduling

Innovative schedules other than those currently provided for in this Appendix 5 of Local provisions and which fall under Article 13.03 of the central portion of the collective agreement will only be implemented on a unit upon the mutual agreement of the parties. All parameters related to the introduction, discontinuation, voting process, trial periods and scheduling will be agreed upon in writing.

H-3 Unit Weekend Scheduling

Implementation

The introduction of such unit weekend schedule is based on Article 13.04 of the Central Collective Agreement.

Unit Weekend Schedule may be introduced on a unit when:

- i) A full-time nurse submits to her/his manager a request in writing to work a Unit Weekend Schedule, and the manager, upon review determines that such an arrangement is acceptable for the unit or;
- ii) When a manager identifies a need for a Unit Weekend Schedule.

Schedule

The schedule of hours will be in accordance with Article 13.04 of the Central Collective Agreement.

A weekend worker shall not be entitled to weekend and shift premiums.

Weekends off under Article H-1 of the Collective Agreement do not apply to nurses who accept Weekend Worker positions.

The parties agree that the short days (7.5 hour tours) will be scheduled on the Monday or Friday of each week. To be clear, a nurse would only be scheduled to work the Friday, Saturday and Sunday or the Saturday, Sunday and Monday not four (4) days in a row.

Paid Holiday Bank

Notwithstanding the provisions of Article 13.04, the parties agree that the nurses subject to this provision will be eligible to use the Holiday Bank dates described in Article 13.04 (c) for any day of any week on which the nurse wishes to use such days.

Notwithstanding the provisions of Article 13.04, the parties agree that the nurses subject to this provision will not be eligible to use the Paid Holiday Bank as described in Article 13.04 (c) and (d) for income replacement for absences due to illness.

Sick Leave

Notwithstanding the provisions of Article 13.04 (d), the parties agree that the nurses subject to this provision will remain eligible for short-term disability benefits as provided for in Article 12.01 of the Collective Agreement.

The parties agree that in terms of Short Term Disability, sick time will be

utilized in terms of hours. Total amount of hours for short term disability for a nurse will be 562.5 hours. Drawing from short term disability will occur at an accelerated rate. If a nurse is sick on her 7.5 hour day then 9.375 hours of short term disability will be utilized. If a nurse is sick on her 11.25 hour day then 14.05 hours of short term disability will be utilized.

Vacancies

Vacancies must be filled as per the Collective Agreement.

Vacations

Vacation hours will be accumulated and used in accordance with Article 13.04 of the Central Collective Agreement and Article K applies in its entirety.

Discontinuation

In order for the nurse to leave her Weekend Worker Position she must post out/resign.

If the Employer wishes to discontinue the Weekend Worker Position(s) then the Employer must provide written notice to the Union. Upon receipt of notice of discontinuation, the parties will arrange a meeting within two weeks of the notice provided to discuss the discontinuation of the arrangement.

Where the Employer elects to discontinue the Unit Weekend Worker Position, the incumbent where possible will be integrated into the full-time master rotation on the unit and both the incumbent and the nurses on the unit will be provided with 60 days notice of this change to their schedule, or Where the incumbent cannot be integrated into the full-time master rotation on the unit, then layoff notice must be provided as per Article 10.0 of the Collective Agreement.

Cash-Out/Carry-Over

If a weekend worker transfers to a regular full-time position, any vacation/holiday bank shall remain intact to be used for vacation or lieu time. If a weekend worker transfers to a part-time position or terminates employment, all vacation/holiday bank credits will be paid out.

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, tour offering and cancellation of Regular Part-Time Nurses.

- (a) In accordance with Article 2.05 and A-3 of Appendix 5 of the Collective Agreement, the commitment of availability for Regular Part-Time Nurses shall be forty-five (45) hours bi-weekly including both Saturday and Sunday every other weekend. For the purpose of the forty-five (45) hour biweekly calculation, the Employer considers that a work week commences on Thursday and ends on Wednesday which coincides with current bi-weekly pay periods.

Staff are required to submit their unavailability a minimum of two (2) weeks in advance of the schedule being posted, in writing. If unavailability is not submitted, the nurse may be scheduled up to their commitment based on the needs of the unit.

- (b) 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.

(c) Distribution of Part-time Hours BEFORE Posting of Schedule

Pre-scheduled tours will be distributed as equitably as possible over the posted schedule in accordance with seniority.

(d) Offering Extra Hours AFTER Posting of Schedule

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, at least two (2) weeks prior to the posting date of the next schedule.

It is expected that part-time and casual nurses will be available to work on any Unit within the Hospital.

(e) Offering Extra Hours AFTER Posting of Schedule

Any additional tours which become available after the schedule is posted will be offered to Regular Part-Time nurses, including job sharers, within the unit equitably in accordance with seniority, on a rotating basis, up to seventy-five (75) bi-weekly hours.

- (f) A tour will be deemed to be offered whenever a call is placed. A call-in tour will be offered to part-time nurses in accordance to Article 2.05 and A-3. After the regular part-time commitment as per a) above is satisfied or offered, an additional tour will be offered to RPT nurses including Job Sharers on the unit based on rotating seniority, and if no such RPT nurse is available, additional tours will be offered to Casual Part-Time Nurses associated with the Unit. If no RPT Nurse on the unit or Casual Part-Time nurses associated with the unit are available, additional tours will be offered to RPT nurses including Job Sharers off the unit. Job sharers will be included in the call in list as per their seniority. If no RPT nurses off the unit are available, additional tours will be offered to Casual Part-Time Nurses off the unit. Once an employee receives a call for a tour and declines the offer, that employee will be passed over for other calls for that tour on the same day, until all non-premium calls have been made. Nurses must advise Central Staffing when they are in a premium pay situation.
- (g) If there are no Regular Part-time available within the unit, ~~shifts~~ tours will be offered to Casual Part-Time Nurses within the unit on a rotating seniority basis.
- (h) If there are no Regular Part-time or Casual Part-time Nurses available within the unit, tours will be offered to Regular Part-Time Nurses, including job sharers, Hospital wide up to seventy-five (75) bi-weekly hours on a rotating seniority basis.
- (i) If there are no Regular Part-time Nurses off the unit available at straight time tours will be offered to Casual Part-Time Nurses Hospital wide, up to seventy-five (75) bi-weekly hours on a rotating seniority basis.
- (j) 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.
- (k) Casual Part-Time nurses can be called for a tour before Regular Part-time nurses who are in a premium situation and when there are

no available non-premium Regular Part-time nurses within the unit and the Hospital available to work.

- (l) It is understood that any staff member who would be in a premium situation for the tour being offered and or subsequent pre-scheduled tours should be passed over in the calling-in process until all other available RNs, who are not in such a situation have been offered the tour.

H-6 Casual Part-Time

The casual part-time employee who wishes to be scheduled will:

- i) Supply her/his availability a minimum of two (2) weeks in advance of the schedule being posted, in writing.
- ii) Notify her/his manager/designate if they become available for work as soon as the change in circumstance becomes known.
- iii) Casual part-time employees who have submitted availability, prior to being scheduled the Hospital will confirm they are still available.
- iv) Notwithstanding the above, the hospital maintains the right to call all casual staff as per the Article H-5 (e).

H-7 INTRODUCTION AND DISCONTINUATION OF HYBRID SCHEDULES:

- i) Extended tours shall be introduced into any unit when:
 - (A) sixty-six percent (66%) of the nurses in the unit so indicate by secret ballot; and
 - (B) the Employer 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 Employer wishes to discontinue because of:
 - (1) adverse effects on patient care,
 - (2) inability to provide a workable staffing schedule,

- (3) financial constraints, or
 - (4) reasons which are neither unreasonable nor arbitrary, and states their 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-8

RE: HYBRID SCHEDULING

1. A Hybrid Schedule is defined as a schedule which combines nurses working solely standard eight (8) hour tours, nurses working solely extended or twelve (12) hour tours, or nurses working a combination of thereof;
2. For purposes of clarity, the intent is to utilize the mechanisms contained in Article H-7 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 (8) 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. Any such work patterns will follow the provisions outlined in Articles H and I of the Local Appendix of the Collective Agreement.
4. A nurse working a combination of normal daily tours (7.5 hours) and normal daily extended tours (11.25 hours), shall not be scheduled to work more than 33.75 consecutive hours without at least forty-eight

hours off. Should a nurse work more than 33.75 consecutive hours then he/she shall be paid in accordance with Article 14.03 for all hours worked in excess of 33.75 hours.

Scheduling Regular Part Time Nurses:

5. When scheduling regular part-time nurses for the above-identified Hybrid Schedule, their schedules shall be as per Article H5, Scheduling of Regular Part-Time Nurses. When a nurse is working a combination of both 8 and 12 hour tours, Article H-1 (c) shall apply. Nothing within this clause is intended to prohibit the offering of a tour to any part time nurse to work any on a hybrid schedule.

H-9

Reassignment

The Parties acknowledge that in accordance with the Hospital's right to manage and direct its operations it may be necessary from time to time to reassign Nurses to other staffing 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 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 unless the hours of work are changed.

New Graduate Initiative (NGI) nurses are not to be included in base staffing calculations, nor shall they otherwise have any impact in reassignment.

Requests for vacation, lieu day or leave of absence on a unit requiring a nurse to be reassigned will be granted prior to reassignment.

Registered Nurses not required to be reassigned would include those who

are in their orientation.

H-10 Lieu Time

In accordance with Article 14.09 of the Collective Agreement, where the full-time or part-time employee chooses equivalent time off for time worked, such time off shall be taken at a mutually agreeable time. At no time will the employee accumulate more than twenty-four (24) hours of equivalent time off.

In addition, a full-time or part-time employee may only bank and utilize the above noted time within their home program and banked time is paid out prior to full-time and part-time employees transferring to another program.

H-11 Inservice Training

Attendance by a nurse at Inservice-Training outside of regularly scheduled hours shall not result in premium pay for any regular tours worked by the nurse.

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, save and except where:

- (i) Such tour has been worked by the nurse to satisfy specific days off requested by such nurse; or
- (ii) Such tour is worked as the result of an exchange of tours with another nurse.

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 tours or tours with another nurse.

- I-4 A week-end off 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).

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 vacation must be submitted by April 1 of each year. A finalized schedule shall be posted by May 15.
 - (b) Vacation quotas shall not be unduly restrictive and shall only include members of this bargaining unit. Once a vacation request has been made, the Employer will notify the member of its decision within ten (10) business days and the request shall not be denied without legitimate reason.
 - (c) In scheduling vacation requests, preference will be given to nurses in accordance with their seniority for the prime time schedule, as defined from approximately June 15th to Labour Day depending on the pay cycle, provided the nurse exercises this right by April 1. After prime time vacation is scheduled, all other vacation is on first come, first served basis.

Once schedules are posted, if an employee no longer desires their requested and approved vacation they may make themselves available to pick up tours for the cancelled period. Such employees will be called last for any such available tours; after all other available employees at non-premium have been offered such tours.
 - (d) Vacations will not be scheduled for the period from December 20 to January 5th.
 - (e) Prior to leaving on vacation, nurses shall be notified of the date and time on which to report for work following vacation.
 - (f) i) Any unused vacation accrual may be banked and the nurse has the next six (6) months following a nurse's vacation date to use, upon approval, the earned vacation benefit.

a) 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 (f) (i) above.

(g) No changes shall be made to the vacation period except by the mutual consent of the employee and the manager.

K-4 Regular part-time nurses will be paid their vacation pay with each bi-weekly pay.

ARTICLE L – MISCELLANEOUS

L-1 The Employer 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 electronically accessible 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 Employer will notify the Bargaining Unit President of the names of all nurses who sustain a work related injury or when a nurse goes on L.T.D.

The information provided will include the date and time of the injury.

- (b) When it has been medically determined that a nurse is unable to return to the full duties of her position due to a disability, the Employer will notify and meet with a staff Representative of the Ontario Nurses' Association and a member of the Local executive to discuss the circumstances surrounding the nurse's return to suitable work.
- (c) The Employer agrees to provide the Union and the nurse with a copy of the Workers' Compensation Board Form 7 at the same time as it is sent to the Board.

ARTICLE O – VIOLENCE IN THE WORKPLACE

- O-1
- (a) The Employer and the Association agree that abusive conduct in the workplace which causes or may cause injury to nurses will not be condoned. In this regard, nurses shall collaborate with the Employer and Association. A nurse who believes a situation to be abusive shall promptly report this to his/her direct supervisor or designate for investigation and follow up as soon as is practicable.
 - (b) Policies and Procedures

The Employer shall maintain policy and procedure pertaining to workplace harassment, workplace violence and workplace bullying. The Association acknowledges its commitment to collaborate with the Employer in this regard. Nurses shall receive training on these policies and procedures. The ONA representative on the Hospital Joint Health and Safety Committee will have input to these policies in the annual review of same. The policy and procedures shall be made accessible to each employee at the time of hire.
 - (c) Notification

Any nurse who suffers violence in the workplace will complete an Unusual Occurrence Report and submit it to their immediate supervisor, in accordance with the Health Centre Policy. The Employer will notify the Joint Health and Safety Committee and the Bargaining Unit President or designate in writing of all incidents of abusive conduct within four (4) days.

(d) Training

The Employer agrees to provide training and information, developed in consultation with the JHSC, on the violence prevention and harassment policies and programs, and on the prevention of violence to all employees.

(e) Support and Counselling

The Employer and the Union recognize that, where preventative measures have failed to prevent violent incidents, counselling and support will be available to the Nurse through the Health Centre's Employee and Family Assistance Program.

(f) The Employer 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 at work.

(g) Violation of these provisions are enforceable under the Collective Agreement.

ARTICLE P – RESIGNATION NOTICE

P-1 For efficient replacement of staff, nurses are requested to submit to their direct supervisor, four (4) week's notice, in writing, of intent to resign. In the event of a failure by a nurse to provide the required notice, the Employer may claim from the nurse a monetary remedy under the grievance procedure which remedy shall be an amount equal to two (2) weeks' wages of the nurse as of resignation. The obligation to provide notice as stated herein may be waived by the Employer 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 Employer 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 tours 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) Job sharers will be required to work a minimum of two (2) tours per month.
 - ii) Job share partners must determine what portion of the schedule each job sharer will work before the schedule is posted. Where job share partners fail to identify the rotation, scheduling will be determined by the manager, in accordance with the scheduling language of the collective agreement.
 - iii) Job sharer partners may exchange tours with each other and will notify scheduling of the change.
 - iv) 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. Job sharers remain required to report all incidents of absence due to illness to the Hospital in accordance with Article G-1.
 - v) Vacation, Maternity Leave, and other Leaves pursuant to Article 11 of the Central 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 determined in consultation with the Unit Supervisor. The remaining job share member will be required to cover as much of the leave of absence as possible.

Job share partners may make themselves available to work additional tour(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.

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.

ARTICLE R – EDUCATION

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. Costs for recertification and preparatory course are not included in this Article.

ARTICLE S – VOICEMAIL AND E-MAIL ACCESS

The Employer agrees to provide:

- (a) Computer access and access to e-mail for the Bargaining Unit President as required. Use of e-mail will be in accordance with Employer policy.
- (b) Access to voice mail for the Bargaining Unit President for the express purpose of conducting Union business.

SIGNING PAGE

Dated at Hamilton/Guelph, Ontario, this 24th day of June, 2022.

FOR THE EMPLOYER

FOR THE UNION

Angela Slade

Deanna King
Labour Relations Officer

John Prieto

Kyle Anderson

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 Employer 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 Employer, 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 Employer may be selected in the event of greater skill, ability, experience or qualifications than other applicants.

Letter of Understanding: Re: Public Hospitals Act - does not apply at Homewood

LETTER OF UNDERSTANDING

Between:

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

And:

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

RE: Assertive Community Treatment Team

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 them in order to facilitate the delivery of the program’s objectives, the Parties agree as follows:

1. Nurses 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 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:
 - (a) From 8:30 pm to 8:30 am on each weekday, from Monday through Sunday (12 hour tour of duty)
 - (b) From 8:30 am on a paid holiday to 8:30 am on the following day (24 hour tour of duty) and is inclusive of any regularly scheduled tours of duty

- (c) 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
 - (d) Any ACTT nurse scheduled to be on standby and responsible to provide service as detailed above, shall be paid in accordance with Article 14.07 of the Central Hospital Collective Agreement
 - (e) 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:
 - (i) When an ACTT nurse performs telephone work while on standby the nurse shall be compensated at the rate of one-half (1/2) hours 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.
 - (ii) 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 of \$0.47 per kilometer for the first 8,000 kilometers per year and at the rate of \$0.43 for each subsequent kilometer.
4. 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.

Dated at Hamilton/Guelph, Ontario, this 24th day of June, 2022.

FOR THE EMPLOYER

FOR THE UNION

Angela Slade

Deanna King

Labour Relations Officer

John Prieto

Kyle Anderson

LETTER OF UNDERSTANDING

Between:

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

And:

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

RE: Supernumerary Positions

The Hospital may introduce supernumerary positions to be offered to newly graduated nurses. Where such positions are introduced, the following will apply:

1. Only so many positions will be created as are covered by government funding for supernumerary positions;
2. Newly graduated nurses are defined as those nurses who have graduated from a nursing program or refresher program within the last year;
3. Positions will be created first on Program for Older Adults (POA), Acute Assessment Unit (Trillium 2) or Comprehensive Psychiatric Care (CPC) except as the parties otherwise agree;
4. No appointment will be made to a supernumerary position without prior discussion with the local Association as to where the supernumerary nurses will be assigned, what will be expected of them, and what mentoring arrangement will apply (see 7 below);
5. Such positions will not be subject to internal postings or request for transfer processes 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 formal mentorship arrangements in accordance with Article 9.08(c) and the Letter of Understanding on Mentoring;

8. The duration of such supernumerary appointments will be for the period of funding (currently 7.5 months) or such other period as the local parties may agree, provided such period is not less than twelve (12) weeks;
9. Such nurses can apply for posted positions after the probationary period is completed;
10. If the nurse has not successfully posted into a permanent position by the end of the supernumerary appointment, she/he will be reclassified as casual part-time and this will not be considered a lay-off and the nurse will not be re-assigned.
11. The Hospital bears the onus of demonstrating that such positions are supernumerary;
12. The Association will be provided with such written information as it may reasonably require regarding each supernumerary position;
13. In the event of a layoff in the area of assignment of the supernumerary nurse, either the Hospital or the Local Association may require that the supernumerary nurse shall be first laid off.

Dated at Hamilton/Guelph, Ontario, this 24th day of June, 2022.

FOR THE EMPLOYER

FOR THE UNION

Angela Slade

Deanna King

Labour Relations Officer

John Prieto

Kyle Anderson

LETTER OF UNDERSTANDING

Between:

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

And:

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

RE: Four Hour Tours in all Units at Homewood

The parties agree that, where a part-time nurse is scheduled to work four (4) hour tours, the Local Appendices apply in its entirety, except as amended by the following:

- a) The Employer will keep the number of four (4) hour tours to a minimum;
- b) Where four (4) hour tours are scheduled, all available tours are to be divided equally amongst the regular part-time nurses scheduled four (4) hour tours;
- c) No nurse shall be scheduled to work solely four (4) hour tours in any pay period, unless agreed to by the nurse;
- d) A paid rest period of fifteen (15) minutes will be granted during each half-tour;
- e) The Employer will not utilize these tours for emergency tour offers or procedures;
- f) Where a part-time employee works a four (4) hour tour, overtime will be paid for all hours worked in excess of the scheduled hours of work; and,
- g) This agreement is made without prejudice and precedent.

Dated at Hamilton/Guelph, Ontario, this 24th day of June, 2022.

FOR THE EMPLOYER

FOR THE UNION

Angela Slade

Deanna King
Labour Relations Officer

John Prieto

Kyle Anderson

LETTER OF UNDERSTANDING

Between:

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

And:

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

RE: ESA Averaging Agreement

ONA agrees that the employer may exceed the hours of work limitations set out in Section 17(1) (b) of the Employment Standards Act, 2000, but only for the following purpose and to the following extent:

The Union agrees to average such scheduled hours to allow for a workable master rotation or schedule over a standard six (6) or nine (9) week period. Such schedules are designed to provide an average of 37.5 hours per week for full-time employees and an average of no more than 75 hours in two weeks for part-time employees.

The Union agrees to average such scheduled hours over the same six (6) or nine (9) week period for the purpose of determining the employee’s entitlement, if any, to overtime pay under Section 22 of the Act.

The Union agrees that employees may be asked to work additional hours to those on their master rotations or schedules, such that they may work more than forty-eight (48) hours in a week, up to a limit of sixty (60) hours in a week. Each employee has the right to refuse the request, subject to the emergency provisions of section 19 of the Act.

The agreement reached between the parties will remain in effect for the duration of the Collective Agreement.

Dated at Hamilton/Guelph, Ontario, this 24th day of June, 2022.

FOR THE EMPLOYER

FOR THE UNION

Angela Slade

Deanna King
Labour Relations Officer

John Prieto

Kyle Anderson
