

**LOCAL APPENDICES TO THE
COLLECTIVE AGREEMENT**

B E T W E E N:

HAMILTON HEALTH SCIENCES
(Hereinafter referred to as the "Hospital")

A N D:

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

Expires: March 31, 2008

**LOCAL PROVISIONS
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APPENDIX 3**SALARY SCHEDULES
FULL-TIME AND PART-TIME****CLASSIFICATION – REGISTERED NURSE**

Articles 19.01(a) and (d) apply to nurses only

- 19.01 (a) The salary rates in effect during the term of the Agreement shall be those set forth in Appendix 3 attached to and forming part of this Agreement. The regular straight time hourly rates for full-time, regular part-time and casual part-time Registered Nurses at hospitals shall be as follows:

	Effective April 1, 2006	Effective April 1, 2007
Start	24.51	26.80
1 Year	25.49	27.20
2 Years	26.84	27.65
3 Years	28.16	29.01
4 Years	29.50	30.38
5 Years	31.17	32.10
6 Years	32.83	33.81
7 Years	34.52	35.55
8 Years	36.87	38.07
25 Year	37.62	38.74

Note 1: The above adjustments resolve the issue of Pay Equity Maintenance to date, and the parties further agree that future collective bargaining settlements or awards will be deemed to resolve any future issues related to Pay Equity maintenance without specific reference to male comparators. It is understood and agreed that the parties will take into consideration the issue of pay equity when tabling proposals through the normal course of collective bargaining.

(Articles 19.01(b) and 19.01(c) apply to part-time nurses only)

- (b) The hourly salary rates, inclusive of the percentage in lieu of fringe benefits in effect during the term of this Agreement for all regular and casual part-time nurses shall be those calculated in accordance with the following formula:

Applicable straight time hourly rate + 13%.

- (c) The hourly salary rates payable to a regular or casual part-time nurse include compensation in lieu of all fringe benefits which are paid to full-time nurses except those specifically provided to part-time nurses in this Agreement. It is understood and agreed that holiday pay is included within the percentage in lieu of fringe benefits. It is further understood and agreed that pension is included within the percentage in lieu of fringe benefits. Notwithstanding the foregoing, all part-time nurses may, on a voluntary basis, enroll in the Hospitals' Pension Plan when eligible in accordance with its terms and conditions. For part-time nurses who are

members of the Pension Plan, the percentage in lieu of fringe benefits is nine percent (9%).

It is understood and agreed that the part-time nurses' hourly rate (or straight time hourly rate) in this Agreement does not include the additional 9% or 13%, as applicable, which is paid in lieu of fringe benefits and accordingly the 9% or 13%, as applicable, add on payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.

- (d) The parties agree to maintain the percentage differentials in the wage rates which presently exist between the classification of Registered Nurse and other classifications which are covered by the Collective Agreement.

Effective April 1, 2006				
	Non Registered Nurse	Nurse Clinician Clinical Resource Reviewer Nurse associate: C.V.T., Neuro and Medical, RNFA	Clinical Instructor and Case Manager	Chedoke Site Only – Public Health Nurse
Start	23.80	28.65	27.09	26.85
1 Year	24.75	29.73	28.12	27.93
2 Years	26.06	31.16	29.49	29.41
3 Years	27.38	32.63	30.93	30.91
4 Years	28.71	34.03	32.33	32.36
5 Years	30.34	35.85	34.06	34.24
6 Years	31.96	37.68	35.83	36.07
7 Years	33.62	39.59	37.67	37.87
8 Years	35.91	42.30	40.23	40.51
25 Years	36.63	43.15	41.04	41.32

Effective April 1, 2007				
	Non Registered Nurse	Nurse Clinician Clinical Resource Reviewer Nurse associate: C.V.T., Neuro and Medical, RNFA	Clinical Instructor and Case Manager	Chedoke Site Only – Public Health Nurse
Start	26.03	31.33	29.62	29.36
1 Year	26.41	31.72	30.01	29.81
2 Years	26.84	32.09	30.37	30.29
3 Years	28.20	33.61	31.86	31.84
4 Years	29.57	35.05	33.30	33.33
5 Years	31.25	36.93	35.08	35.26
6 Years	32.92	38.81	36.91	37.15
7 Years	34.63	40.78	38.80	39.01
8 Years	37.07	43.66	41.53	41.82
25 Years	37.73	44.44	42.27	42.56

APPENDIX 4**SUPERIOR CONDITIONS**

The following applies to full-time nurses at the General and Henderson sites only:

5 (Note) 4.14 To provide the Association with the names and classification of nurses within one month of:

- (a) Date of their employment
- (b) Transfer from Management to the Collective Agreement Unit and vice versa
- (c) Termination of employment

12.02 Schedule "D" – Sick Leave Gratuity

In accordance with Article 12 of the Central portion of the Collective Agreement, nurses employed prior to October 23, 1981, will be eligible for sick leave "cash-out" on the following basis:

- 12.03 (b)11. 1) A nurse with not less than five (5) years seniority shall, on termination of employment for reasons other than discharge for just cause, receive fifty percent (50%) of his unused sick leave credit accumulated at his current rate of pay to a maximum of 180 days' pay.
- 2) Upon retirement, pursuant to any of the Board's Plan, a nurse who has had unbroken service with the Board, or with the Board and the City Corporation, prior to the general management, operation and maintenance of the Hamilton Civic Hospitals being transferred to the Board, for a period commencing prior to the first day of January 1950, is entitled to a gratuity in an amount equal to his wages or salary for the whole number of days of sick leave allowance standing to his credit, to a maximum of twenty-six (26) weeks at the rate received by him at date of retirement, or he may elect to receive the benefits outlined in 11.(1) above in lieu thereof.

12. Clause 11 will apply:

- (a) If, after a lay-off he fails to return to work within five (5) working days after notice is given to return
- (b) Upon expiration of a period of twelve (12) months of lay-off, or
- (c) Upon the expiration of a period of leave of absence if he does not return to work immediately on expiration of the leave of absence.

13. When a nurse dies while still an employee of the Board, his personal representative is entitled to receive payment of a gratuity calculated as above to date of death or to date of retirement.

18.05 24.2 **Immunization**

A nurse, upon request, may receive injections for the prevention of poliomyelitis, tetanus, flu, smallpox or when a nurse is exposed to communicative or infectious diseases for which there are available protective medications, such medications shall be administered free of cost to the nurse.

- 24.3 A nurse who contracts staphylococcus infection shall receive full treatment and medications at the expense of the Hospitals.

19.09 **Educational Bonus**

The below mentioned bonuses are for nurses utilizing the additional preparation in the position held:

- (a) For all nurses from Canadian recognized education programs.

	Assistant Head Nurse and Registered Nurse	Above Assistant Head Nurse
CHA Nursing Admin or 6 months Post-Graduate Course	\$15.00 per month	\$15.00 per month
1 Year University	\$15.00 per month	\$40.00 per month
Baccalaureate Degree	\$15.00 per month	\$80.00 per month
Master's Degree		\$120.00 per month

- (b) Nurses with non-Canadian qualifications to be evaluated on an individual basis within ninety (90) days – retroactively.

The following applies to part-time nurses at the General and Henderson sites only:

- 5(Note) 4.14 To provide the Association with names and classification of nurses within one month of:

- (a) Date of employment.
- (b) Transfer from Management to the Collective Agreement Unit and vice-versa.
- (c) Termination of employment.
- (d) When transferred from Full-time to Part-time.

- 15(Note) 18.7 A casual part-time nurse (Category “B”) who works on any of the eleven (11) recognized holidays listed in Appendix 5, Article H-1, will receive one and one-half (1 1/2) times her regular straight time hourly rate for all hours worked on such holiday.

17.05 23.2 **Immunization**

A nurse, upon request, may receive injections for the prevention of poliomyelitis, tetanus, flu, smallpox or when a nurse is exposed to communicative or infectious diseases for which there are available

protective medications, such medications shall be administered free of cost to the nurse.

- 17.05 23.3 A nurse who contracts staphylococcus infection shall receive all treatment and medications at the expense of the Hospitals.
- 18.09 21.10 Educational allowances now being paid to nurses shall continue in accordance with established hospital practice.

The following applies to full-time nurses at the Chedoke site only:

- 5(Note) 4.03 The Employer will supply the Association monthly with a list of nurses who during the preceding month have been newly employed, terminated or transferred in or out of the bargaining unit.

11(Note) 13.05(b) **Paternity Leave**

Paternity leave of absence without pay will be granted for a period of two (2) weeks. A request for such leave shall be in writing and shall be replied to in writing.

- 12.02 12.04 On termination of employment, and provided the nurse has completed two (2) years of continuous service, payment for half of the nurse's unused illness allowance credit will be made at the nurse's current straight time rate of pay. Leave without pay will not count in determining the two (2) year length of service.

- 19.09 Appendix "A" Bonus applicable for additional nursing qualifications in the following occupational classifications:

	Registered Nurse	Public Health Nurse and Clinical Instructor
CHA Nursing Unit Administration	\$15 per month	\$15 per month
1 Year University	\$15 per month	\$40 per month
Baccalaureate Degree	\$15 per month	\$80 per month
Master's Degree		\$120 per month

The following applies to part-time nurses at the Chedoke site only:

- 5(Note) 4.03 The Employer will supply the Association monthly with a list of nurses who during the preceding month have been newly employed, terminated or transferred in or out of the bargaining unit.

- 15.01(Note) 11.01 A Part-time nurse who works on any of the recognized holidays (as stated in the Appendix to this Agreement) shall receive one and one-half (1 1/2) times the regular rate for the hours worked on such holiday. Where, in addition, she is required to work additional hours following her full tour of shift that day (but not including hours on a subsequent regularly scheduled tour or shift for each nurse), she shall receive two (2) times her regular straight time hourly for such additional hours worked.

The following applies to nurses at the McMaster site only:

Immunization

A nurse, upon request, may receive injections for the prevention of poliomyelitis , tetanus, flu, smallpox or when a nurse is exposed to communicative or infectious diseases for which there are available protective medications, such medications shall be administered free of cost to the nurse.

A nurse who contracts staphylococcus infection shall receive full treatment and medications at the expense of the Hospitals.

Education Bonus

Financial recognition at a rate of eighty dollars (\$80.00) per month may be allotted to a Registered Nurse holding a B.Sc.N., Masters or applicable degree. Other preparation may be considered on an individual basis. The final decision will be made by the Human Resources Department.

Recognition will not be given until a Nurse has completed one (1) year of service at McMaster University Medical Centre.

Payment will not be automatic. The following steps must be taken:

- (a) At the completion of one (1) year of service, the Clinical Manager may recommend to the Human Resources Department payment of an educational bonus based on a Nurse's performance as related to an agreed upon set of criteria.
- (b) Authorization by the Human Resources Department will serve as approval to pay the bonus.

It is agreed that if an education bonus is appropriate, it will become effective the date the application was made.

- (c) A Registered Nurse holding a B.Sc.N. degree will receive fifteen dollars (\$15) per month financial recognition effective August 1, 1998 or the hire date whichever is later.

APPENDIX 5**LOCAL PROVISIONS****ARTICLE A – SCOPE**

- A-1 The Hamilton Health Sciences Corporation recognizes the Association as the exclusive bargaining agent of all registered and graduate nurses engaged in a nursing capacity, save and except any of the following:
- (a) Those positions exercising managerial functions,
 - (b) Those positions employed in a confidential capacity in matters relating to labour relations,
 - (c) Assistant unit managers, unit managers, focus managers, clinical managers, program directors and persons above these ranks,
 - (d) Clinical specialists/clinical nurse specialists, clinical nurse specialists/neonatal practitioners, and employee health nurses,
 - (e) Those positions that had been, as of September 1, 1997, excluded from the bargaining unit.

ARTICLE B – DEFINITIONS

- B-1 “Site” means the buildings, employees and activities located at either the General Hospital or the Henderson Hospital (which includes the Juravinski Cancer Centre), or the McMaster Hospital or the Chedoke Hospital.
- B-2 “Tour/Shift” means consecutive working hours for a nurse. Unless otherwise provided, the day measured on a midnight to midnight basis, during which the majority of hours of a tour/shift are worked shall determine the calendar day to which that tour/shift belongs.
- B-3 For purposes of Article 14.10, at the General and Henderson sites the evening shift shall be defined as hours worked between 15:00 hours and 23:00 hours, the night shift shall be defined as hours worked between 23:00 hours and 07:00 hours. At the McMaster and Chedoke sites, the evening shift shall be defined as hours worked between 15:30 hours and 23:30 hours, the night shift shall be defined as hours worked between 23:30 and 07:30 hours.
- B-4 For purposes of Article 14.15, the weekend premium will be paid for each hour worked between 24:00 hours Friday and 24:00 hours Sunday.
- B-5 A weekend consists of a minimum of fifty-six (56) consecutive hours off work between the completion of the last tour worked by the nurse on Friday and the commencement of the nurse’s first tour worked on Monday. When a nurse is scheduled a weekend off, the Hospital will endeavour to schedule the nurse to work the day tour on the Friday before the weekend.
- B-6 “Unit” means a patient care area within a site in which full-time and/or part-time nurse(s) are scheduled on a common work schedule.

B-7 (Article B-7 apply to part-time nurses only)

In reference to Article 2.05, a regular part-time nurse is a nurse who makes a commitment to be available to work on a regular predetermined basis as follows;

- (a) is available to work Christmas or New Years, and
- (b) is available to work at least three (3) paid holidays in addition to the paid holidays included in (b) above, and
- (c) is available to work at least one (1) weekend in three (3), and
- (d) is available to work a minimum of twenty-two and one half (22.5) hours to a maximum of forty-five (45) hours per pay period if working a normal daily tour schedule of seven and one half (7.5) hours or a twelve (12) hour extended tour schedule and/or be available to work a minimum of eighteen and three quarters (18.75) hours to a maximum thirty-seven and one-half (37.5) hours per pay period if working a ten (10) hour schedule.

B-8 The Casual Part-Time nurse shall make the following commitments:

- (i) Declare, on a bi-weekly basis, availability or non-availability for work on specified days of the next two (2) week period.
- ii) A nurse who declares herself available for any tour and later becomes unavailable for work shall notify the Hospital as soon as this change of circumstances becomes known.

ARTICLE C – MANAGEMENT RIGHTS

C-1 Except as specifically abridged, delegated, granted or modified by this Agreement, all the rights, powers and authority of management are retained by the management and remain exclusively and without limitation within the rights of management.

C-2 Without limiting the generality of the foregoing, management's rights include:

- (a) The right to maintain order, discipline and efficiency, and in connection therewith to make, alter and enforce from time to time, reasonable rules and regulations, policies and practices, to be observed by its' employees, and the right to discipline or dismiss employees for just cause.
- (b) The direction of the working forces; the right to plan, direct and control the operation of the Hospital, the right to introduce new and improved methods, facilities and equipment, the right to determine: the amount of supervision necessary, combining or splitting up departments, work schedules, establishment of standards and quality of care, the determination of the extent to which the Hospital will be operated and the increase or decrease in employment.
- (c) The right to select, hire, discipline, dismiss, transfer, assign to shift, promote, demote, classify, lay-off, recall, suspend employees and select employees for positions not covered by this Agreement.

(d) The sole and exclusive jurisdiction over all operations, buildings, machinery and equipment vested in the Hospital.

C-3 The exercise of any of these rights will not be inconsistent with the provision of this Agreement.

ARTICLE D – REPRESENTATION AND COMMITTEES

D-1 In reference to Article 6.02(a), there shall be one (1) union representative for each twenty (20) nurses.

D-2 In reference to Article 6.02(b), there shall be up to five (5) union representatives on the Grievance Committee.

D-3 In reference to Article 6.03(a), there shall be up to five (5) union representatives on the Hospital Association Committee.

D-4 In reference to Article 6.04(a), the union representatives on the Negotiating Committee shall not exceed seven (7).

D-5 In reference to Article 9.02(a), in addition to the Union President, there shall be up to four (4) union representatives on the Professional Development Committee.

D-6 In reference to Article 6.05(b), there shall be two (2) union representatives for each Hospital site Joint Occupational Health & Safety Committee.

D-7 In reference to Article 5.06, the interview of a newly hired nurse shall be scheduled to take place within the Hospitals' orientation program. A copy of the orientation schedule shall be provided to the Local Union President.

D-8 The Chairperson of the Union Grievance Committee shall only be scheduled to day shifts.

ARTICLE E – LEAVES OF ABSENCE

E-1 In reference to Article 11.02 Union Leave, the number of nurses that may be absent at any one time shall not exceed one (1) full-time and one (1) part-time nurse from any unit, not to exceed a total of fourteen (14) at any one time up to a total of four hundred and twenty-five (425) working days in any one (1) calendar year. The Union may request additional nurses or working days be granted by the Hospital during a calendar year and the Hospital will not unreasonably deny such request. The union will endeavour to submit requests for leaves of absence under this article at least two (2) weeks in advance. Failure to do so may result in such request not being granted, except in cases with respect to Human Resource matters where such time limit is beyond the control of the Union.

E-2 In reference to Article 11.11 (c) Prepaid Leave, the number or nurses that may be absent at any one time shall not exceed one (1) nurse per unit to a maximum

of twenty-five (25) nurses. It is understood that at the discretion of the Hospital, the number of nurses that may be absent at any one time may be expanded.

ARTICLE F – PAID HOLIDAYS

F-1 In reference to Article 15.01, the twelve (12) paid holidays shall be:

New Year's Day	Civic Holiday
Second Monday in February	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Second Monday in November
Victoria Day	Christmas Day
Canada Day	Boxing Day

If Heritage Day is proclaimed as a statutory holiday, it will be in place of the second Monday in February.

F-2 The Hospital will endeavour to allocate paid holidays on an equitable basis.

F-3 (Articles F-3 and F-4 apply to full-time nurses only)

In reference to Article 15.05, a paid holiday shall commence at 24:00 hours on the calendar day prior to the paid holiday and end at 24:00 hours on said paid holiday.

F-4 In reference to Articles 15.04, 15.05 and 15.06, such day shall be taken within the period of one (1) month prior to or two (2) months after the date of the holiday. Notwithstanding the preceding, a nurse may accumulate up to three (3) such days at any one (1) time and will indicate in writing which day is to be accumulated. It is understood the nurse and the Hospital will attempt to mutually agree upon the scheduling of such a day. If the nurse and the Hospital are unable to agree upon the scheduling of such a day, the day will be scheduled by the Hospital.

F-5 (Article F-5 applies to part-time nurses only)

In reference to Article 15.08, a paid holiday shall commence at 24:00 hours on the calendar day prior to the paid holiday and end at 24:00 hours on said paid holiday.

ARTICLE G – VACATIONS

G-1 In reference to Article 16, the vacation earning and taking year will be January 1st to December 31st. Vacation will accrue on a monthly basis. Accrual will be based on the employee's service date identifying their entitlement to advancement to the next level of the vacation plan commencing the service date in the year preceding their eligibility to advance to the next level.

(a) Employees entitled to scheduled vacation time will be permitted to take their vacation up to their entitlement within the vacation calendar year and

- (b) Employees will not be entitled to exceed a negative vacation balance beyond their vacation entitlement for the vacation calendar year, and

G-2 Vacation quotas on a unit shall not be unreasonably restrictive and are subject to change based upon patient care requirements. Vacation quotas will be communicated to each unit and will be posted by October 1st in advance of the vacation request period. Vacation for full-time and part-time will be separate.

G-3 (a) By November 1st of the previous calendar year, a nurse will request in writing vacation preferences for the subsequent vacation year, January 1st to December 31st inclusive.

(b) The Unit vacation schedule, for the period of January 1st to December 31st of the subsequent vacation year will be posted on or before December 1st of the previous year. A hard copy of the schedule shall be posted in an accessible place on each unit.

(c) The Hospital will endeavour to ensure that a nurse requesting vacation between June 15 and September 15 of the same calendar year, will receive at least two (2) weeks vacation.

(d) Any dispute in the scheduling of vacation which cannot be resolved between all of the parties, shall be decided upon on the basis of seniority.

(e) A nurse may request to use vacation days for the weekend preceding and/or following a week of vacation. Such request shall not be unreasonably denied.

G-4 Following a unit posting its' vacation schedule per G-3 above, a nurse who wishes to exchange a vacation period with another nurse, shall make such a request in writing to the Hospital. It is understood that the Hospital shall not unreasonably deny any request.

G-5 (a) If following a unit posting its vacation schedule on or before December 1st, a nurse wishes to reschedule vacation to remaining available date(s) as of the posting, the nurse shall make a request in writing to the Hospital to reschedule vacation to said available date(s). It is understood that the Hospital shall not unreasonably deny any request. Any disputes in scheduling requests which cannot be resolved between all parties, shall be decided upon the basis of the nurse who first made the request.

(b) If following a unit posting its vacation schedule on or before December 1st, vacation date(s) not available within the units' vacation quota at the time of posting becomes available, a nurse who as of November 1st requested in writing those vacation dates, in order of seniority, will be offered such date(s).

G-6 (Articles G-6 and G-7 apply to full-time nurses only)

Subject to the following, a nurse may request to be paid a vacation pay advance prior to the commencement of said nurses' scheduled vacation:

(a) A nurse must complete a vacation pay advance form and submit it to the Hospital at least three (3) weeks prior to the pay day for which the advance is requested, and

- (b) A nurse must have sufficient hours of vacation entitlement earned, to cover the vacation pay advance, and
- (c) The vacation pay advance must be for five (5) days or multiples of five (5).

G-7 By November 1st of each calendar year, at the written request of a nurse, the nurse may carry forward, into the following vacation year, up to forty-five (45) hours of earned vacation.

G-8 (Article G-8 applies to part-time nurses only)

With reference to Article 16.06, vacation pay shall be paid on the second pay in February of the current year. The Hospital will provide a nurse with an itemized statement of her/his vacation pay. Nurses on maternity and/or parental leave shall, on written request, be granted a deferral in the payment noted above until her/his return to work or such other earlier time which is mutually agreeable.

Regular part-time vacation entitlement in time off shall be based on the following: 4%=2 weeks, 6%=3 weeks, 8% = 4 weeks, 10% = 5 weeks, 12% = 6 weeks, 14% = 7 weeks.

ARTICLE H – SCHEDULING

H-1 Normal Daily Tour (7.5 hour)

The normal daily tour of seven and one half (7.5) hours referred to in Article 13 will embody the following conditions;

- (a) In reference to Articles 14.12(a) and (b), a work schedule shall be posted at least six (6) weeks in advance.
- (b) With the exception of written mutual consent between a nurse and the Hospital, a nurse shall not be required to work more than seven (7) consecutive days without days off. If a nurse is required to work more than seven (7) consecutive days without said consent, such nurse shall be paid premium payment in accordance with Article 14.03 for every consecutive day worked after the seventh (7th) day.
- (c) At least one (1) weekend off in two (2) shall be scheduled and more frequently where possible. A nurse will receive premium payment in accordance with Article 14.03 for all hours worked on the second (2nd) consecutive and subsequent 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 only weekend work, or
 - iii) such weekend is worked as a result of an exchange of shifts with another nurse.

- (d) It is understood that for purposes of the Christmas and New Year's work schedules referred to below, the Hospital will endeavour to follow the master rotation. However, if the master rotation is not followed, any scheduling restrictions and/or premium payments will be waived from December 15 to January 15 each year. It is also understood that once the work schedule, referred to in Articles 14.12(a) and (b) is posted, premium payments will not be waived from December 15 to January 15 each year.
- i) Christmas shall include the start of the day shift December 23rd to the start of the day shift December 27th or the end of the day shift December 23rd to the end of the day shift December 27th.
 - ii) New Years shall include the start of the day shift December 29th to the start of the day shift January 2nd or the end of the day shift December 30th to the end of the day shift January 3rd.
 - iii) A nurse may be scheduled to work either Christmas or New Years. The Hospital will endeavour to schedule six (6) consecutive days off or more where possible at either Christmas or New Years.
 - iv) By September 15th of each calendar year, a nurse will request in writing her/his choice to work either Christmas or New Years. The schedule for the Christmas/New Years period shall be posted no later than October 15th. The Hospital will endeavour to schedule a nurse to her/his choice. Where there is conflict of choice, no nurse will be required to work two (2) consecutive Christmas' or New Years. Where the schedule allows for nurses to have both Christmas and New Years off or one of those days, seniority shall be the deciding factor, after the Hospital has ensured no nurse will be required to work two (2) consecutive Christmas or New Years.
 - v) It is understood that Article H-1 (d) (i),(ii),(iii),(iv) does not apply to any area where nurses normally work Monday to Friday and are not normally scheduled to work on a paid holiday.
- (e) With the exception of mutual consent between a nurse and the Hospital, a nurse shall be scheduled to a period of not less than sixteen (16) consecutive hours off work between shifts. If the Hospital fails to schedule a nurse to a period of not less than sixteen (16) consecutive hours off work between shifts, such nurse shall be paid premium payment in accordance with Article 14.03 for all hours worked on the shift following this violation.
- (f) (Article H-1 (f) (i), (ii), (iii) applies to full-time nurses only)
- i) Four (4) days off in a two (2) week period and normally two (2) days off at a time shall be scheduled. With the mutual consent of a nurse and the Hospital, split days off may be scheduled.
 - ii) In a unit where nurses normally rotate through different shifts, equal distribution of shifts will be scheduled between those nurses.

iii) Following a change of shifts from night shifts, a period of at least forty-eight (48) consecutive hours shall be scheduled off. If the Hospital fails to schedule a nurse to such, the nurse shall be paid premium payment in accordance with Article 14.03 for the following tour of duty worked. By mutual consent between a nurse and the Hospital, a shorter period of time may be scheduled by the Hospital and no premium payment shall be paid.

iv) (Article H-1 (f) (iv), applies to part-time nurses only)

Where a part-time nurse works the equivalent of a full-time nurses' night shift rotation, the nurse shall receive a period of at least forty-eight (48) consecutive hours scheduled off duty. If a nurse is scheduled with at less than forty eight (48) consecutive hours off following the night shift rotation, the nurse shall be paid premium payment in accordance with Article 14.03 for the following tour of duty worked. By mutual consent between a nurse and the Hospital, a shorter period of time may be scheduled by the Hospital and no premium payment shall be paid.

(g) (Article H-1 (g) applies to full-time nurses only)

The Hospital recognizes the principle of equal time on days as on other tours combined. However, where this is not possible, the Hospital assures that a nurse shall have at least a minimum of time on day duty equal to a regular period of time on one of the other tours.

(h) A nurse may make a request to the Hospital to work a steady evening or steady night or steady day/evening or steady day/night shift rotation. Such request shall not be unreasonably denied. It is understood that if such request is granted by the Hospital, the Hospital upon giving a nurse thirty (30) calendar days written notice, may discontinue such arrangement either temporarily or permanently.

H-2

Implement/Discontinue Extended Tours

As referenced to in Article 13, the following will apply to; twelve (12) hour extended tour work schedules; ten (10) hour extended tour work schedules; four (4) on five (5) off work schedules; four (4) on, three (3) on work schedules; and self scheduling work schedules,

(a) A schedule shall be considered a work schedule, if said schedule contains at least one (1) tour greater than the normal daily tour of seven and one half (7 ½) consecutive hours identified in Article 13.01.

(b) A work schedule shall be introduced onto a unit when;

i) sixty-six and two thirds (66 2/3%) of the full-time and regular part-time nurses on such unit so indicate by secret ballot and

ii) the Hospital agrees to implement the work schedule on the unit. It is understood such agreement by the Hospital shall not be withheld in an unreasonable or arbitrary manner.

- (c) A work schedule may be discontinued on a unit when;
- i) sixty-six and two thirds (66 2/3%) of the full-time and regular part-time nurses on such unit so indicate by secret ballot, or
 - ii) the Hospital because of,
 - adverse effects on patient care, or
 - inability to provide a workable staffing schedule, or
 - where the Hospital wishes to do so for other reasons which are either unreasonable or arbitrary states its intention to discontinue the work schedule on such unit.
 - iii) if a work schedule is discontinued in accordance with (c) above, it is agreed that;
 - the parties shall meet within two (2) weeks of the decision to discontinue the work schedule on such unit to review the decision, and
 - the affected unit shall be given sixty (60) calendar days' notice before the work schedule is discontinued.
- (d) The secret ballot referred to in Articles (b) and (c) above, shall not take place unless six (6) months has elapsed from the date of any such previous secret ballot within the unit.
- (e) The scheduling requirements embodied in Articles 13, 14 and H, are waived during the transition period from the previous schedule to a work schedule, or vice-versa.

H-3

Extended Tour (12 hour)

The twelve (12) hour extended tour work schedule will embody the following conditions;

- (a) In reference to Articles 14.12(a) and (b), a work schedule shall be posted at least six (6) weeks in advance.
- (b) At least one (1) weekend off in two (2) shall be scheduled and more frequently where possible. A nurse will receive premium payment in accordance with Article 14.03 for all hours worked on the second (2nd) consecutive and subsequent 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 only weekend work, or
 - iii) such weekend is worked as a result of an exchange of shifts with another nurse.

- (c) It is understood that for purposes of the Christmas and New Year's work schedules referred to below, the Hospital will endeavour to follow the master rotation. However, if the master rotation is not followed, any scheduling restrictions and/or premium payments will be waived from December 15 to January 15 each year. It is also understood that once the work schedule, referred to in Articles 14.12(a) and (b) is posted, premium payments will not be waived from December 15 to January 15 each year.
- i) Christmas shall include the start of the day shift December 23rd to the start of the day shift December 27th or the end of the day shift December 23rd to the end of the day shift December 27th.
 - ii) New Years shall include the start of the day shift December 29th to the start of the day shift January 2nd or the end of the day shift December 30th to the end of the day shift January 3rd.
 - iii) A nurse may be scheduled to work either Christmas or New Years. The Hospital will endeavour to schedule six (6) consecutive days off or more where possible at either Christmas or New Years.
 - iv) By September 15th of each calendar year, a nurse will request in writing her/his choice to work either Christmas or New Years. The schedule for the Christmas/New Years period shall be posted no later than October 15th. The Hospital will endeavour to schedule a nurse to her/his choice. Where there is conflict of choice, no nurse will be required to work two (2) consecutive Christmas' or New Years. Where the schedule allows for nurses to have both Christmas and New Years off or one of those days, seniority shall be the deciding factor, after the Hospital has ensured no nurse will be required to work two (2) consecutive Christmas or New Years.
- (d) A nurse shall not be required to work consecutive tours totalling more than thirty-three (33) hours and forty-five (45) minutes without written mutual consent. If a nurse is required to work consecutive tours totalling more than thirty-three (33) hours and forty-five (45) minutes without the aforesaid consent, she shall be paid premium pay in accordance with Article 14.03 for every consecutive hour worked in excess of thirty-three (33) hours and forty-five (45) minutes. It is understood that any hours paid under Article 14.03 will be excluded in the calculation of the thirty-three (33) hours and forty-five (45) minutes.
- (e) There shall be a minimum of twelve (12) hours scheduled off between tours of duty. Should the Hospital schedule less than twelve (12) hours between tours, the nurse shall be paid premium payment in accordance with Article 14.03 for the entire tour worked.
- (f) A nurse may make a request to the Hospital to work a steady day or steady night shift. Such request shall not be unreasonably denied. It is understood that if such request is granted by the Hospital, the Hospital upon giving a nurse thirty (30) calendar days written notice, may discontinue such arrangement either temporarily or permanently.

- (g) (Article (g) applies to full-time nurses only)

The Hospital will schedule up to an additional forty-five (45) hours within a calendar year for those nurses whose normal work schedule over said calendar year would not provide opportunity to work one thousand nine hundred and fifty (1950) hours. For clarification an example of such a normal work schedule is a schedule that over a six (6) week period provides for seven (7) shifts in two (2) weeks, followed by seven (7) shifts in two (2) weeks, followed by six (6) shifts in two (2) weeks. It is understood that such additional hours scheduled shall be paid at the nurses regular straight time hourly rate, not be used for purposes of any premium payments and not be construed to be a guarantee of hours of work.

H-4

Extended Tour (10 hour)

The ten (10) hour tour work schedule will embody the following conditions;

- (a) In reference to Articles 14.12(a) and (b), a work schedule shall be posted at least six (6) weeks in advance.
- (b) At least one (1) weekend off in two (2) shall be scheduled and more frequently where possible. A nurse will receive premium payment in accordance with Article 14.03 for all hours worked on the second (2nd) consecutive and subsequent 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 only weekend work, or
 - iii) such weekend is worked as a result of an exchange of shifts with another nurse.
- (c) It is understood that for purposes of the Christmas and New Year's work schedules referred to below, the Hospital will endeavour to follow the master rotation. However, if the master rotation is not followed, any scheduling restrictions and/or premium payments will be waived from December 15 to January 15 each year. It is also understood that once the work schedule, referred to in Articles 14.12(a) and (b) is posted, premium payments will not be waived from December 15 to January 15 each year.
- i) Christmas shall include the start of the day shift December 23rd to the start of the day shift December 27th or the end of the day shift December 23rd to the end of the day shift December 27th.
 - ii) New Years shall include the start of the day shift December 29th to the start of the day shift January 2nd or the end of the day shift December 30th to the end of the day shift January 3rd.
 - iii) A nurse may be scheduled to work either Christmas or New Years. The Hospital will endeavour to schedule six (6) consecutive days off or more where possible at either Christmas or New Years.

- iv) By September 15th of each calendar year, a nurse will request in writing her/his choice to work either Christmas or New Years. The schedule for the Christmas/New Years period shall be posted no later than October 15th. The Hospital will endeavour to schedule a nurse to her/his choice. Where there is conflict of choice, no nurse will be required to work two (2) consecutive Christmas' or New Years. Where the schedule allows for nurses to have both Christmas and New Years off or one of those days, seniority shall be the deciding factor, after the Hospital has ensured no nurse will be required to work two (2) consecutive Christmas or New Years.
- (d) A regular tour shall be of 9.375 consecutive hours in any twenty-four (24) hour period exclusive of a total of thirty-seven and one-half (37 1/2) minutes of unpaid mealtime.
- (e) A nurse shall be entitled, subject to the exigencies of patient care, to relief periods during the tour of a total of thirty-seven and one-half (37 1/2) minutes.
- (f) A nurse shall not be required to work consecutive tours totalling more than thirty-seven (37) hours and thirty (30) minutes without written mutual consent. If a nurse is required to work consecutive tours totalling more than thirty-seven (37) hours and thirty (30) minutes without aforesaid consent, she shall be paid premium pay in accordance with Article 14.03 for every consecutive hour worked in excess of thirty-seven (37) hours and thirty (30) minutes. It is understood that any hours paid under Article 14.03 will be excluded in the calculation of the thirty-seven (37) hours and thirty (30) minutes.
- (g) There shall be a minimum of twelve (12) hours scheduled off between tours of duty. Should the Hospital schedule less than twelve (12) hours between tours, the nurse shall be paid premium payment in accordance Article 14.03 for the entire tour worked.
- (h) A nurse may make a request to the Hospital, to work a steady day or steady night shift. Such request shall not be unreasonably denied. It is understood that if such request is granted by the Hospital, the Hospital upon giving a nurse thirty (30) calendar days written notice, may discontinue such arrangement either temporarily or permanently.

H-5

Extended Tour (4 on, 5 off)

The four (4) on five (5) off work schedule will embody the following conditions:

- (a) In reference to Articles 14.12(a) and (b), a work schedule shall be posted at least six (6) weeks in advance.
- (Article (b) applies to full-time nurses only)
- (b) At least three (3) weekends off in nine (9) shall be scheduled. A nurse will receive payment in accordance with Article 14.03 for all hours worked

on the seventh and subsequent weekend over a calendar year 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 only weekend work, or
- iii) such weekend is worked as a result of an exchange of shift(s) with another nurse.

(Article (c) applies to part-time nurses only)

(c) At least one (1) weekend off in two (2) shall be scheduled and more frequently where possible. A nurse will receive premium payment in accordance with Article 14.03 for all hours worked on the second (2nd) consecutive and subsequent 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 only weekend work, or
- iii) such weekend is worked as a result of an exchange of shifts with another nurse.

(d) It is understood that for purposes of the Christmas and New Year's work schedules referred to below, the Hospital will endeavour to follow the master rotation. However, if the master rotation is not followed, any scheduling restrictions and/or premium payments will be waived from December 15 to January 15 each year. It is also understood that once the work schedule, referred to in Articles 14.12(a) and (b) is posted, premium payments will not be waived from December 15 to January 15 each year.

- i) Christmas shall include the start of the day shift December 23rd to the start of the day shift December 27th or the end of the day shift December 23rd to the end of the day shift December 27th.
- ii) New Years shall include the start of the day shift December 29th to the start of the day shift January 2nd or the end of the day shift December 30th to the end of the day shift January 3rd.
- iii) A nurse may be scheduled to work either Christmas or New Years. The Hospital will endeavour to schedule six (6) consecutive days off or more where possible at either Christmas or New Years.

iv) By September 15th of each calendar year, a nurse will request in writing her/his choice to work either Christmas or New Years. The schedule for the Christmas/New Years shall be posted no later than October 15th. The Hospital will endeavour to schedule a nurse to her/his choice. Where there is conflict of choice, no nurse will be required to work two (2) consecutive Christmas' or New Years. Where the schedule allows for nurses to have both Christmas and New Years off or one of those days,

seniority shall be the deciding factor, after the Hospital has ensured no nurse will be required to work two (2) consecutive Christmas or New Years.

- (e) A nurse shall not be required to work consecutive tours totalling more than forty-five (45) hours without written mutual consent. If a nurse is required to work consecutive tours totalling more than forty-five (45) hours without aforesaid consent, she shall be paid premium pay in accordance with Article 14.03 for every consecutive hour worked in excess of forty-five (45) hours. It is understood that any hours paid under Article 14.03 will be excluded in the calculation of the forty-five (45) hours.
- (f) There shall be a minimum of twelve (12) hours scheduled off between tours of duty. Should the Hospital schedule less than twelve (12) hours between tours, the nurse shall be paid premium payment in accordance Article 14.03 for the entire tour worked.
- (g) A nurse may make a request to the Hospital, to work a steady day or steady night shift. Such request shall not be unreasonably denied. It is understood that if such request is granted by the Hospital, the Hospital upon giving a nurse thirty (30) calendar days written notice, may discontinue such arrangement either temporarily or permanently.
- (h) A paid holiday lieu day, referred to in Article 15, will be scheduled by the nurse, on an otherwise unscheduled day.
- (i) (Article (i) applies to full-time nurses only)

The Hospital will schedule up to an additional forty-five (45) hours within a calendar year for those nurses whose normal work schedule over said calendar year would not provide opportunity to work one thousand nine hundred and fifty (1950) hours. For clarification an example of such a normal work schedule is a schedule that over a six (6) week period provides for seven (7) shifts in two (2) weeks, followed by seven (7) shifts in two (2) weeks, followed by six (6) shifts in two (2) weeks. It is understood that such additional hours scheduled shall be paid at the nurses regular straight time hourly rate, not be used for purposes of any premium payments and not be construed to be a guarantee of hours of work.

H-6

Extended Tour (4 on, 3 on)

The four (4) on, three (3) on work schedule will embody the following conditions;

- (a) In reference to Article 14.12 (a) and (b) a work schedule shall be posted at least six (6) weeks in advance.
- (b) At least one (1) weekend off in two (2) shall be scheduled and more frequently where possible. A nurse will receive premium payment in accordance with Article 14.03 for all hours worked on the second (2nd) consecutive and subsequent 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 only weekend work, or
 - iii) such weekend is worked as a result of an exchange of shifts with another nurse.
- (c) It is understood that for purposes of the Christmas and New Year's work schedules referred to below, the Hospital will endeavour to follow the master rotation. However, if the master rotation is not followed, any scheduling restrictions and/or premium payments will be waived from December 15 to January 15 each year. It is also understood that once the work schedule, referred to in Articles 14.12(a) and (b) is posted, premium payments will not be waived from December 15 to January 15 each year.
- i) Christmas shall include the start of the day shift December 23rd to the start of the day shift December 27th or the end of the day shift December 23rd to the end of the day shift December 27th.
 - ii) New Years shall include the start of the day shift December 29th to the start of the day shift January 2nd or the end of the day shift December 30th to the end of the day shift January 3rd.
 - iii) A nurse may be scheduled to work either Christmas or New Years. The Hospital will endeavour to schedule six (6) consecutive days off or more where possible at either Christmas or New Years.
 - iv) By September 15th of each calendar year, a nurse will request in writing her/his choice to work either Christmas or New Years. The schedule for the Christmas/New Years shall be posted no later than October 15th. The Hospital will endeavour to schedule a nurse to her/his choice. Where there is conflict of choice, no nurse will be required to work two (2) consecutive Christmas' or New Years. Where the schedule allows for nurses to have both Christmas and New Years off or one of those days, seniority shall be the deciding factor, after the Hospital has ensured no nurse will be required to work two (2) consecutive Christmas or New Years.
- (d) A nurse shall not be required to work consecutive tours totalling more than forty-five (45) hours without written mutual consent. If a nurse is required to work consecutive tours totalling more than forty-five (45) hours without aforesaid consent, she shall be paid premium pay in accordance with Article 14.03 for every consecutive hour worked in excess of forty-five (45) hours. It is understood that any hours paid under Article 14.03 will be excluded in the calculation of the forty-five (45) hours.
- (e) There shall be a minimum of twelve (12) hours scheduled off between tours of duty. Should the Hospital schedule less than twelve (12) hours between tours, the nurse shall be paid premium payment in accordance Article 14.03 for the entire tour worked.

- (f) A nurse may make a request to the Hospital, to work a steady day or steady night shift. Such request shall not be unreasonably denied. It is understood that if such request is granted by the Hospital, the Hospital upon giving a nurse thirty (30) calendar days written notice, may discontinue such arrangement either temporarily or permanently.

H-7

Self-Scheduling

Any self-scheduling schedules will follow the applicable conditions outlined in Article H.

H-8

(Article H-8 applies to part-time nurses only)

- (a) All regular part-time nurses in a unit shall be scheduled up to their commitment, referred to in Article B-7, by seniority before any casual part-time nurses are utilized. A regular part-time nurse may only amend said commitment once in a calendar year. It will be understood that a job sharer, referred to in Article I, shall always be deemed to have been scheduled up to her/his commitment. It is further understood, a job sharer will not be offered, as outlined in Article H-8(b) below, any additional tours beyond said commitment until, the work schedule referred to in Article 14.12 (a) and (b) has been posted and on such posted work schedule regular part-time nurses on the unit have been given opportunity to work all available tours that would not result in any overtime premium payment.
- (b) When regular part-time nurses on a unit have been given the opportunity to work up to their commitment, referred to in Article B-7 the Hospital will endeavour to offer additional hours or shifts to regular part-time nurses on the unit on the basis of seniority, prior to offering hours or shifts to casual part-time nurses, subject to the following:
- i) Nurses who wish to be considered for additional tours must indicate their availability in the manner prescribed by the hospital.
 - ii) A tour will be deemed to be offered whenever a call is placed.
 - iii) It is understood that the hospital will not be required to offer tours which would result in overtime premium pay.
 - iv) When a regular part-time nurse accepts an additional tour, she/he must report for that tour unless arrangements satisfactory to the hospital are made.
 - v) Provided they are qualified, nurses may submit their availability to work additional tours to more than one (1) unit, if to do so is in accordance with existing hospital practice.
 - vi) Tour(s) worked on a unit other than a nurses' home unit, will count toward a nurses' commitment. It is understood that a nurse must report to her/his home unit that she/he has worked tour(s) on a unit other than her/his home unit.

H-9 In reference to Article 14.09, where a nurse chooses equivalent time off, such time off shall be taken by March 31 of each calendar year. The scheduling of such time off to be mutually agreed upon between the nurse and the Hospital. If no mutually agreeable time is found on or before March 31, overtime pay will be paid in accordance with the terms of the Collective Agreement.

H-10 **Standby**

In reference to Article 14.07 in a unit where standby duty is scheduled, the Hospital will;

- (a) Endeavour to equitably distribute standby duty amongst the nurses.
- (b) Post standby duty on the posted work schedule, referred to in Articles 14.12 (a) and (b), six (6) weeks in advance.
- (c) Unless mutually agreed between a nurse and the Hospital, a nurse shall not be scheduled to standby duty on days upon which a nurse is scheduled to be off work except in the OR/PACU/Apheresis/ Radiology. When a nurse is scheduled for standby on a weekend off and is called into work, s/he is considered to be working the weekend.
- (d) Provide in writing, at least forty-five (45) calendar days prior to the introduction of standby duty into a unit notification to the Union. Following the notice, at the Union's request, the Hospital will meet to discuss the introduction of standby duty into the unit.

H-11 **Less than normal tour**

Less than normal tour where a nurse is scheduled to work less than a normal tour of seven and one half (7.5) hours, the following shall apply:

- (a) The Hospital will endeavour to keep the number of tours comprised of less than seven and one half (7.5) hours to a minimum.
- (b) No nurse will be scheduled solely on tours which are comprised of less than seven and one half (7.5) hours in any pay period, except where such arrangements are mutually agreed to by the nurse and the Hospital.
- (c) A nurse working tours comprised of less than a normal tour of seven and one half (7.5) hours, shall not be scheduled to work more than five (5) consecutive tours.

H-12 For purposes of a partial shift or single shift reassignment, as referred to in Article 10.08 (a), the Hospital will reassign nurses scheduled on the unit and shift from which the reassignment is to occur as follows:

- (a) voluntarily, and if no volunteers
- (b) in order of seniority, the most junior casual part-time nurse, and if no casual nurse
- (c) in order of seniority, the most junior regular part-time nurse, and if no

regular part-time nurse

- (d) in order of seniority, the most junior full-time nurse.

ARTICLE I – JOB SHARING

- I-1 Pursuant to Article 20.01, unless otherwise agreed to by the parties, the following conditions shall apply;
- (i) Only full-time positions shall be considered for job sharing between two (2) nurses.
 - (ii) The Hospital has the undisputed right to designate and increase or decrease the full-time positions eligible to be deemed job sharing positions. Notwithstanding the above, the Hospital shall allow a minimum of one (1) job sharing position per unit.
 - (iii) Any job sharing position must involve only nurses within the same classification.
 - (iv) If the Hospital designates a vacant full-time position to be considered a job sharing position, such position shall be posted and filled in accordance with Article 10.06.
 - (v) If a full-time nurse wishes to job share her/his position, and the Hospital agrees to designate such position a job sharing position, the full-time nurse will be assigned such job sharing position and the remaining vacant position will be posted and filled in accordance with Article 10.06.
 - (vi) If two (2) or more full-time nurses on the same unit at the same time wish to job share their positions, and the Hospital agrees to designate the positions as job sharing, the full-time nurses, in order of seniority, will be assigned a job sharing position. Any remaining permanent full-time vacant position will be posted and filled in accordance with Article 10.06.
 - (vii) With the exception of (x) below, a nurse once assigned a job sharing position, will be covered by the provisions of the Part-time Collective Agreement.
 - (viii) If a nurse assigned a job sharing position successfully applies to a part-time or full-time position or is deemed terminated in accordance with Article 10.05, and the Hospital decides to continue such job sharing position, the remaining nurse shall remain assigned to such job sharing position and the vacant job sharing position will be posted and filled in accordance with Article 10.06. If there is no successful applicant to such job sharing position and the Hospital at its' discretion reverts such position to a full-time position, the Hospital will offer the remaining nurse the full-time position provided she/he was the original full-time incumbent to the position. Should the remaining nurse not be the original full-time incumbent to the position or if said nurse declines the full-time position, such position shall be posted as a full-time position and the remaining nurse shall be transferred to a regular part-time position on that unit.

- (ix) Prior to the discontinuance of a job sharing position, the Hospital will provide the Union with thirty (30) calendar days notice. Following the notice, at the request of the Union, the Hospital shall meet with a Union representative and the affected nurse(s) to discuss the discontinuance of the job sharing position. It is understood the discontinuance of a job sharing position will neither be unreasonable nor arbitrary.
- (x) For scheduling purposes only, the Hospital will schedule a job sharing position as a full-time position. Subject to Article H-8, a nurse assigned a job sharing position will be expected to determine with her/his partner the shifts to be worked within the work schedule. It will be understood that a nurse is assigned a job sharing position will work at least forty (40) percent of the work schedule. If there is any disagreement of shifts to be worked between a nurse assigned a job sharing position and her/his partner, the Hospital will schedule such.
- (xi) A job sharer's vacant hours of work resulting from vacation or an absence granted for a paid or unpaid leave of absence or sick leave, will be offered by the Hospital to the remaining nurse assigned that job sharing position. The Hospital will attempt to contact the remaining nurse to offer such hours. If the remaining nurse agrees to work all or part of such hours, there will be no premium payments owed for such hours worked. If the Hospital is unable to contact the remaining nurse, or such nurse refuses to work the vacant hours, the Hospital will schedule such hours in accordance with the Part-time Collective Agreement.
- (xii) A job sharing position will be scheduled to work by the Hospital to either Christmas or New Years. A nurse assigned a job sharing position will be expected to determine with her/his partner who will work Christmas or New Years. If there is any disagreement as to who will work Christmas or the New Years between a nurse assigned a job sharing position and her/his partner, the Hospital will schedule such.

ARTICLE J – MODIFIED WORK

- J-1 The Hospital, by the fifteenth (15th) of each calendar month, will notify the President of the Union, in writing, of the names of those nurses who due to a work related injury have lost time from work since the previous said notification, and of the names of those nurses who have gone on long term disability.
- J-2 The Hospital and the Union both recognize their obligations in facilitating the early and safe return to work of disabled employees. The Hospital and the Union agree that ongoing and timely communication by all participants in this process is essential to the success of the process.
 - (a) Return to work committees, presently established and constituted, including a representative of the Union will continue. The committee will meet at least once per month. The Union member will suffer no loss of regular earnings for attendance at such meetings. If the Union member is required to attend on their day off they will receive pay at straight time or time in lieu where possible for hours spent in return to work meetings. Such hours are invisible for the purpose of determining premium.

The Hospital will provide an updated list of information to the RWC before each monthly meeting including the following:

- i) Employees absent from work because of disability who are in receipt of Workplace Safety Insurance Board benefits
 - ii) Employees absent from work because of disability who are in receipt of Long Term Disability benefits including last day worked
 - iii) Employees who required temporary or permanent accommodation in the workplace.
- (b) It is understood that it is the obligation of the disabled employee in receipt of short-term or long-term disability benefits to ensure the Hospital's Occupational Health Department is advised as soon as possible of any change in medical restrictions which may affect their ability to return to regular or modified duties.
- (c) The Occupational Health Department will discuss the needs of employees for accommodation as soon as possible with their respective manager or designate, and the Union will advise the RWC as soon as possible when return to their original position or unit has not occurred. The Occupational Health Department in consultation with the Union representative will examine opportunities for temporary accommodation until such time as an appropriate permanent accommodation is determined.
- (d) The Hospital will advise the Union of offers of permanent accommodation within or outside the bargaining unit.
- (e) The parties recognize that more than one employee requiring accommodation may be suitable for a particular position or arrangement. In such cases the Hospital will consider the skills, ability and experience of the employees and will also consider ability to acquire skills, seniority and path of least disruption in the workplace.
- (f) The committee will monitor the status of accommodated employees and the status of employees awaiting accommodation. The committee will review any circumstances where attempts to accommodate an employee have been unsuccessful.
- (g) Before posting, the Hospital's Human Resources department will examine all potential vacancies to determine if they can be used to accommodate a disabled employee who requires accommodation but cannot return to their home unit.
- (h) Where such vacancies are within the bargaining unit, the Hospital will consult with the Union on the feasibility of an accommodation giving consideration to all factors including the number of accommodated employees in the unit, the operational needs of the unit, safety of patients and employees working in the unit.
- (i) Whether or not the parties agree to waive the posting procedure in order to facilitate an accommodation and whether or not the position is within

the bargaining unit, the parties will sign an agreement containing the details of the accommodation. The parties may also agree to a written agreement for temporary accommodation of extended duration.

- (j) The home position of a nurse who needs permanent accommodation may be posted under the following circumstances.
 - i) the employee is permanently accommodated in another position or arrangement
 - ii) the weight of the medical evidence establishes that there is no reasonable prospect of a return to her original position in the foreseeable future
 - iii) the Hospital may elect to fill the disabled employee's home position by posting a temporary to permanent vacancy
 - A) In so electing, the position will be filled in accordance with the job posting provisions of the collective agreement
 - B) If and when it is confirmed that the disabled employee cannot return to her original position, the position may be offered to the incumbent on a permanent basis
 - C) When a job is made for the vacancy, the successful applicant will be clearly advised of the temporary status of the position and of its potential permanency.
 - D) Filling of a disabled employee's home position does not remove the Hospital's duty to accommodate that employee.

J-3 The Hospital will provide a nurse with her/his copy of the Workers' Compensation Board Form 7 at the same time as it is sent to the Board.

ARTICLE K – MISCELLANEOUS

- K-1 In reference to Article 10.02 (c) and (d), a full-time, a regular part-time and a casual part-time seniority list will be provided the Union on or before January 1st and on or before July 1st of each calendar year. It is understood the Hospital shall endeavour to provide full-time, regular part-time, casual part-time seniority lists on a unit basis and on a Hospital wide basis.
- K-2 A bulletin board at each Hospital site for posting of Union notices, minutes and publications will be provided by the Hospital in locations determined by the Hospital Association Committee. It is understood that the bulletin boards will be replaced upon the implementation of the kiosks.
- K-3 Following the signing of the Local Collective Agreement, the parties will endeavour to print and distribute said Collective Agreement as soon as reasonably possible. The parties will share equally the costs of printing the Collective Agreement. The Hospital will make available a copy of the Local and Central Collective Agreements in each unit.

- K-4 Upon the written request of a nurse on termination of employment, the Hospital will provide the nurse with a signed statement including the following:
- (a) Terms of employment (start and termination dates)
 - (b) Seniority/service in terms of years and/or hours
 - (c) Units of assignment
- K-5 The Hospital will consider requests for reimbursement for damages incurred to a nurses' personal property such as eyeglasses, ripped uniforms, personal clothing as a result of being assaulted while performing her/his work.
- K-6 The Hospital recognizes uniforms or lab coats may be required in special care nursing units. At no cost to a nurse, the Hospital shall provide uniforms or lab coats when such is required by the Hospital. It is recognized that such uniforms or lab coats may be required in Post Anaesthetic Recovery Room, Labour and Delivery, Heart Investigation Unit, Endoscopy, Operating Room, Intensive Care Unit, Emergency, Burn Trauma Unit, Radiology, Cardiac Care Unit, Intermediate Cardiac Care Unit. It is further recognized such Hospital requirements may change in various nursing units.
- K-7 With the exception of committee meetings referred to in Article 6, where a nurse during a working tour is requested by the Hospital to travel between sites, the Hospital will provide such nurse with taxi expenses or mileage expenses per Hospital policy and if required parking expenses.
- K-8 By way of a pay communication, the Hospital will annually notify nurses as to how to check the amount of unused sick leave in her/his sick bank. (Article 12.08).
- K-9 As per article 10.07 (b), unsuccessful applicants will be notified via electronic notice by the department where the permanent position was posted.
- K-10 The employer agrees to provide a voluntary Health and Welfare benefit program to part-time nurses. It is understood and agreed that the part-time nurses participating in such benefit plans will assume the premiums associated with the benefit coverage. Payment is made directly to the benefit provider in a manner prescribed by the provider. When the provider notifies the Hospital of benefit premium changes, such changes will be communicated to the union.
- K-11 Any full-time bargaining unit nurse who retires and has not yet reached age 65 must provide advance payment of the benefits through post -dated cheques on a yearly basis. Benefits will be discontinued where the employee fails to maintain, in good standing, her/his premium payments.
- Any changes in benefit premiums resulting from the annual renewal with the carrier(s) will be communicated with the union prior to implementation.

ARTICLE L – VIOLENCE IN THE WORKPLACE

- L-1 The definition of Violence in the Workplace shall be defined as the attempted threatened or actual conduct of a person that endangers or is likely to endanger the health and safety of the worker including, any threatening statement, harassment or behaviour that gives a worker reasonable cause to believe that the worker's health and safety is at risk. It is not limited to incidents that occur within a workplace. Work-related violence can also occur at off-site business – related functions, such as conferences, trade shows or social events related to work, or in clients' homes. It can also include violence that occurs away from work, but resulting from work. For example, a nurse receives a threatening telephone call from a patient at their home is a victim of workplace violence. It includes any act in which a person is abused, threatened, intimidated or assaulted in his or her employment.
- L-2 The Hospital agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to nurses who have faced workplace violence. These policies and procedures shall be communicated to all nurses.
- L-3 The Hospital will report all incidents of violence to the Joint Health and Safety Committee for review.
- L-4 Hospital agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated as required.
- L-5 The Hospital, with the nurse's consent, will inform the Union within three (3) days of any nurse who has been subjected to violence while performing his or her work. Such information shall be submitted in writing to the Union as soon as possible.

ARTICLE M – NEEDLE STICK AND SHARPS INJURIES

- M-1 The Hospital, in consultation with the Joint Health and Safety Committee, shall develop, implement and monitor a program for the prevention of needle stick and sharp injuries and the treatment of such injuries should they occur. The program should include and address employee training and education with respect to needle stick and sharps injury prevention, and provide for the maintenance of a needle stick/sharps injuries log to detail incidents. The program shall be evaluated annually by the Hospital in consultation with the Joint Health and Safety Committee.

ARTICLE N – MUSCULOSKELETAL INJURY PREVENTION AND CONTROL

- N-1 The Hospital in consultation with the Joint Health and Safety Committee (JHSC) shall develop, establish and put into effect, Musculoskeletal prevention and control measures, procedures practices and training for the health and safety of employees.

- N-2 At least once a year the Musculoskeletal prevention and control measures, procedures, practices and training shall be reviewed and revised in the light of current knowledge and practice.
- N-3 The review and revision shall be done more frequently than annually if,
- (a) The Hospital, on the advice of the JHSC, determines that such review and revision is necessary; or
 - (b) There is a change in circumstances that may affect the health and safety of an employee.
- N-4 The Hospital will provide training on Musculoskeletal prevention and control measures, procedures and practices and equipment to all employees during a new employee's orientation and thereafter as required.

DATED at Hamilton, Ontario this 10th day of March, 2008.

FOR THE HOSPITAL:

[Signature]

FOR THE UNION:

[Signature]
Labour Relations Officer

[Signature]

LETTER OF AGREEMENT

BETWEEN:

HAMILTON HEALTH SCIENCES
(Hereinafter referred to as the "Hospital")

AND:

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

Re: Incumbency to two (2) or more ONA positions

This letter is to confirm the parties' agreement that with the exceptions noted below, a nurse may not be incumbent to two (2) or more ONA positions.


Exceptions

- i) Sexual Assault Team
- ii) Critical Care Transport Unit


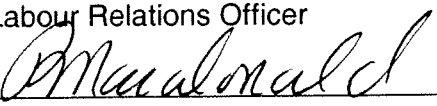
A nurse may be incumbent to a full-time or part-time position and be incumbent to a part-time position within the Sexual Assault Team or the Critical Care Transport Unit. It will be understood that if a nurse incumbent to two (2) positions vacates her/his position within the Sexual Assault Team or the Critical Care Transport Unit, for any reason including the position being deemed redundant, said nurse will continue to be incumbent to the remaining position and deemed not to have been laid off.

DATED at Hamilton, Ontario this 10th day of March, 2008.

FOR THE HOSPITAL:



FOR THE UNION:


 Labour Relations Officer


LETTER OF AGREEMENT

BETWEEN:

HAMILTON HEALTH SCIENCES
(Hereinafter referred to as the "Hospital")

AND:

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

Re: Conversion of part-time nurses from the sick and benefit plans to percentage in lieu of fringe benefits


This letter is to confirm that part-time registered nurses currently enrolled in the sick leave and benefit plans will continue their participation in those plans until July 1st, 1998. It will be understood that the term benefits plans will include the Hospitals' current practice concerning paid holidays. Effective July 1st, 1998, the accumulation of sick hours for the sick leave plan will be discontinued and a nurse will be given the following options:

- i) Discontinuance of participation in the sick leave and benefit plans and paid a percentage in lieu of fringe benefits per the Collective Agreement, or
- ii) Without any further accumulation of sick hours toward the sick leave plan, continued participation in the sick leave and benefit plans until said nurses' sick leave hours have been depleted per the sick leave plan, at which time a nurses' participation in the sick leave and benefit plans will immediately be discontinued and said nurse will be paid a percentage in lieu of fringe benefits per the Collective Agreement.


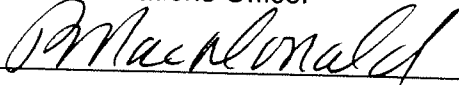
It is further understood that with the exception of (ii) above, all part-time nurses will be paid a percentage in lieu of fringe benefits per the Collective Agreement.

DATED at Hamilton, Ontario this 10th day of March, 2008.

FOR THE HOSPITAL:



FOR THE UNION:


 Labour Relations Officer


LETTER OF AGREEMENT

B E T W E E N:

HAMILTON HEALTH SCIENCES
(Hereinafter referred to as the "Hospital")

A N D:

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

Re: Transfer of the full-time nurses to the Hospitals of Ontario Disability Income Plan (H.O.O.D.I.P.) and benefit plans per the central collective agreement

This letter is to confirm the parties agreement in that the effective date for eligible nurses to be transferred to H.O.O.D.I.P. and the benefit plans per the O.N.A. Central Collective Agreement, will be the first (1st) day of the month following one (1) month after the date of ratification by both parties. It will be understood that a nurse receiving short term or long term benefits in the existing sick leave plan will remain on same until said nurse is eligible to be transferred to H.O.O.D.I.P. (i.e. work one (1) full day).

For the purposes of transfer to the short-term and long-term portions of the disability program (H.O.O.D.I.P.), nurses will be given full credit for their service for application towards the short-term and long-term portions of the disability program.

Upon the effective date, the existing sick leave plan shall be terminated and any provisions relating to such plan shall be null and void under the respective Collective Agreement.

It is understood that the former sick leave plan offered no payout provision of sick leave credits and as such upon transfer of a nurse to H.O.O.D.I.P., there will be no provision for payout of any sick leave credits.

DATED at Hamilton, Ontario this 10th day of March, 2008.

FOR THE HOSPITAL:

[Signature]

FOR THE UNION:

Colleen Jensen
Labour Relations Officer
[Signature]

LETTER OF AGREEMENT

BETWEEN:

HAMILTON HEALTH SCIENCES
(Hereinafter referred to as the "Hospital")

AND:

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

Re: Innovative Christmas Scheduling

By May 1st of each calendar year, the Union may make a written request to the Hospital to explore an innovative schedule on a particular unit for the Christmas, New Year's period of same calendar year. Any such innovative schedule, subsequently developed and agreed to by the Hospital, will be subject to a unanimous secret ballot on said unit prior to October 1st for the Christmas, New Year's period of same calendar year.

DATED at Hamilton, Ontario this 10th day of March, 2008.

FOR THE HOSPITAL:

[Signature]

FOR THE UNION:

Colleen Jensen
Labour Relations Officer
[Signature]

LETTER OF AGREEMENT

B E T W E E N:

HAMILTON HEALTH SCIENCES
(Hereinafter referred to as the "Hospital")

A N D:

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

Re: Permanent Job Posting

This letter is to confirm the parties' agreement in that where it is deemed appropriate by the Hospital, the following will be added to permanent job postings:

"Please be advised that if there are no applicants with the required skill, ability, experience and qualifications, the Hospital may offer additional education or training."

DATED at Hamilton, Ontario this 10th day of March, 2008.

FOR THE HOSPITAL:

Jal

FOR THE UNION:

Colleen Janson
Labour Relations Officer
MacDonald

LETTER OF AGREEMENT

B E T W E E N:

HAMILTON HEALTH SCIENCES
(Hereinafter referred to as the "Hospital")

A N D:

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

Re: Correction and Payment of Payroll Errors

The Hospital and the Union are agreeable to the following:

1. Both parties will support that unresolved payroll issues will be addressed by the employee with their manager/delegate.
2. The process for obtaining off-cycle payment for a payroll error will be clearly communicated to Hospital employees. An attachment will accompany a bi-weekly pay statement.
3. Both parties will encourage Hospital employees to follow the process detailed herein:
 - (a) Payroll errors of \$100 or more may be eligible for a pay advance and payable in multiples of \$50.
 - (b) The amount for advancement must be identified by the employee to the manager and must be approximately equal to the amount of the payroll error.
 - (c) The request for payment requires approval of the manager/ delegate and must be submitted by management on a completed Payroll Adjustment form to the Workforce Administration e-mail box. The site to which the cheque is to be delivered must be specified at that time.
 - (d) An employee requesting correction to a payroll error will be asked if it can be corrected in the following pay. If the employee cannot wait until the next pay deposit, with appropriate approval, the advance will be processed.
 - (e) Where advance request have been submitted by 1630 on the Thursday immediately following the pay deposit, a pay advance cheque will be prepared on the next business day. The cheque will be mailed to the site as indicated on the form or the employee can make arrangements with TELUS Sourcing Solutions office to pick up the cheque at their 120 King Street West location.
 - (f) Where requests are submitted after 1630 hours on the Thursday immediately following the pay deposit and prior to 1100 hours on the Friday immediately following the pay deposit, cheques will be prepared by the end of the next business day and available for pick up at 120 King Street West or it can be

mailed to the site indicated on the Payroll Adjustment form. Cheques that are not picked up on Friday will, on the following Monday, be automatically issued to the site at which the employee is employed.

- (g) An employee who is unable to pick up her/his cheque may provide written authorization for a co-worker or another to pick up the cheque on her/his behalf.
- 4. The manager will be encouraged to have their Business Clerk/Scheduling Coordinator post, on the unit, the Time Entry validation report. This will help expedite the identification and correction of data entry error both pre and post pay deposit.
- 5. Human Resources will provide ongoing education/facilitation of payroll processes to managers and time entry staff.
- 6. The Hospital will continue to explore the potential of implementing an automated time capture system.
- 7. It is understood that such agreement is made on a without prejudice basis to either party and will not be raised or utilized in the future in similar incidents nor shall it be the subject of grievance, expect to enforce the terms of this agreement.

DATED at Hamilton, Ontario this 10th day of March, 2008.

FOR THE HOSPITAL:

[Signature]

FOR THE UNION:

Colleen Dawson
 Labour Relations Officer
Maureenault

LETTER OF AGREEMENT

B E T W E E N:

HAMILTON HEALTH SCIENCES
(Hereinafter referred to as the "Hospital")

A N D:

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

Re: Article 13.04 – Unit Weekend Schedule

The Hospital and the Association agree to a Unit Weekend Schedule pursuant to Article 13.04 of the Collective Agreement. The following conditions will apply:

1.0 Introduction:

- (a) A Unit Weekend Schedule may be introduced on a unit when:
- 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 and viable for the unit or
 - Where a manager identifies that such an arrangement will benefit the unit.
- (b) Where the introduction of a Unit Weekend Schedule creates significant change to the existing master, such a work schedule will be introduced onto the unit when sixty-six and two-thirds (66 2/3) percent of the full-time and regular part-time nurses so indicate by secret ballot.

2.0 Reporting:

- (a) The Hospital shall provide to the union on a monthly basis a listing of those Registered Nurses identified on the Human Resources Information System as "Weekend Worker".

3.0 Temporary Provisions:

- (a) The unit weekend schedule will be introduced for a trial period of six (6) months from the date of introduction.
- (b) The nurse participating in the trial period for unit weekend schedule must remain in the unit weekend schedule for the duration of the trial, i.e. six (6) months.
- (c) A review of the unit weekend schedule will be conducted at the end of the six month trial.

4.0 Scheduling

- (a) A full-time nurse will work a weekly average of thirty (30) hours.
- (b) The scheduled hours must include two (2) 11.25-hour tours, which fall within a

weekend period and an additional 7.5 hour tour which falls within a Monday to Friday Period. The following shifts may comprise the weekend: Friday Night, Saturday Day, Saturday Night, or Sunday Day.

- (c) The weekend worker's hours may be averaged over a six (6) week period. As such, in addition to two (2) 11.25 hours shifts per week s/he may work four (4) 11.25-hour tours over the six-week period as opposed to six (6) 7.5-hour tours.
- (d) The scheduling provisions for the Local agreement will remain in effect except as modified with the Weekend Schedule Provisions.

5.0 Weekend and Shift Premiums:

- (a) A weekend worker shall not be entitled to weekend and shift premiums.

6.0 Vacation

- (a) Vacation scheduling will be in accordance with the letter of agreement dated April 30, 2003, "Vacation 'Scheduling—Changes to the Existing Local Provisions.
- (b) Vacation carry-over will continue until December 2005.

7.0 Paid Holidays

- (a) Eligibility for STAT holidays is in accordance with articles 15 and F of the Collective Agreements.
- (b) A nurse who fills the Unit Weekend Schedule position will have their compensatory bank cashed out at the time they assume such position.
- (c) The compensatory bank will be cashed-out by March 31 of each year.

8.0 Exchange of Tours

- (a) Exchange of weekend tours will only be permitted between unit weekend schedule workers.
- (b) Weekday tour exchanges will be permitted provided the Hospital does not incur additional costs.
- (c) In the case of any tour exchange, the tours must be of the same duration.

9.0 Discontinuation (Converted position)

- (a) Either party, with the provision of 60 days written notice to the other party, may discontinue the Unit Weekend Schedule arrangement.
- (b) Upon receipt of notice of discontinuation, the parties will arrange a meeting to discuss the discontinuation of the arrangement.
- (c) Should the Unit Weekend Schedule arrangement be discontinued, the nurse in such position will revert back to her/his previous position.
- (d) A nurse in a Unit Weekend Schedule position may with the provision of 60 days written notice to the manager discontinue such arrangement.
- (e) Where a nurse elects to discontinue the Unit Weekend Schedule position or vacates such position, the Position will be posted in accordance with Article 10.07. Where there is no applicant for said vacancy, the Unit Weekend Schedule position will be discontinued.

10.0 Discontinuation (Posted Position)

- (a) Where a nurse elects to discontinue the Unit Weekend Schedule position, s/he will remain in such position until s/he is successful in obtaining alternate employment through the posting process or


- (b) S/he may elect to move to a casual position on the unit.
- (c) Where the employer elects to discontinue the Unit Weekend Schedule position, the incumbent where possible will be integrated into the full-time master rotation on the unit, or
- (d) Where the incumbent cannot be integrated into the full-time master rotation on the unit, then article 10.08 of the Collective Agreement shall apply.

11.0 Administrative Processes

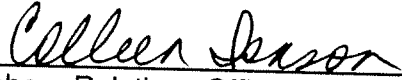
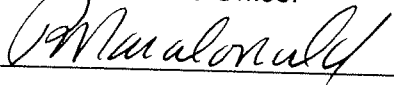
- (a) The administrative process will be as detailed in Appendix A, "ONA Unit Weekend Schedule", attached.

DATED at Hamilton, Ontario this 10th day of March, 2008.

FOR THE HOSPITAL:



FOR THE UNION:


Labour Relations Officer


APPENDIX A
ONA
Unit Weekend Schedule
(Article 13.04)

The information below details the processes that will have to be followed to support the requirements of article 13.04.

A unit weekend schedule is:

- one in which a full-time nurse works a weekly average of thirty (30) hours and is paid 37.5 hours at her or his regular straight time hourly rate
- one which includes two 11.25 hour tours that fall within a weekend period (mutually agreed to by the Hospital and the Union)
- one in which the nurse works every weekend

Scheduling Process:

- The worked hours will be coded by the business clerk or designate through Time and Labour. A table of time entry codes will be provided.
- The system will automatically code an additional 15 hours in each pay period (i.e. 7.5 hours on each Wednesday in the pay period) (to ensure the employee continues to be paid for full-time hours or 37.5/week. These hours must be adjusted, where an employee is on an unpaid leave of absence or other occurrence, the BC or designate will be responsible for adjusting these hours. (See Unpaid Leaves of Absence below.)

Weekend and Shift Premiums:

- Are not payable.
- Time reporting codes of days, evenings, nights, SUP will be used for tracking purposes only.

Vacation:

- Vacation eligibility is determined by 16.0.
- A new vacation compensation bank will be used for unit weekend workers.
- The annual vacation allotment will be plugged into the new vacation comp bank determined by their eligibility per 16.01 and prorated to reflect the accelerated reduction required per article 13.04 (b)
 -- e.g. 4 weeks = 30.00 hours X 4 weeks = 120 hours
- BC or delegate will code vacation as "VW" for the hours the employee is normally scheduled to work on the day he/she has requested vacation.
 -- e.g. 12 hour tour = "VW 11.25".

- The system generated 15 hours “D” per pay period will continue. As such, there is no requirement for any time entry adjustment to these hours.
- Vacation must be taken as a full weekend off.
- Vacation can be coded on scheduled shifts that fall on weekdays.
- Single vacation days may be taken on the weekend provided no replacement is required.
- Articles 16.05 (a), (b) and (c) do not apply -- vacation interruption due to sick leave.
- Articles 16.05 (d) and (e) (bereavement during vacation) will apply.

Statutory Holidays:

- Eligibility for Stat holidays will be determined in accordance with the collective agreements. Article 15 and Article F.
- A compensation bank will be created to capture (bank) eligible paid holiday hours.
- 7.5 Hours will be credited to the compensation bank on the date of each holiday and will be coded “BNKH” by the BC or time entry person.
- Note the banking of the lieu day takes place whether the nurse works or not provided he/she meets the eligibility requirements per article 15 and F.
- If a nurse works on the Holiday, he or she will be paid at 1 ½ times their regular hourly rate. The nurse will not receive a lieu day off. Article 14.04 applies (working overtime on a Holiday)
- Holiday banked hours will be cashed out at the end of each fiscal year, i.e. the pay period immediately following March 31st of each year.
- Holiday banked hours can be used as an income replacement for absences due to illness or for lieu time off on a weekday.

Unpaid Leaves of absence:

- Where a weekend worker is scheduled to work and is approved for an unpaid leave of absence, they will be coded for those hours as unpaid using the code “UP”. In addition, the 15 hours “D” which is scheduled automatically each pay will have to be adjusted based on the length of the unpaid absence. See chart below:

Unpaid Leaves of absence, continued

Length of Unpaid Leave	Adjustment required	Automatically Scheduled Hours changed as follows
1 hour	(minus) .25 hours	D 7.25 (7.5 – .25)
2 hours	(minus) .5 hours	D 7 (7.5 – .5)
3 hours	(minus) .75 hours	D 6.75 (7.5 – .75)
4 hours	(minus) 1 hour	D 6.5 (7.5 – 1)
5 hours	(minus) 1.25 hours	D 6.25 (7.5 – 1.25)
6 hours	(minus) 1.50 hours	D 6 (7.5 – 1.5)
7 hours	(minus) 1.75 hours	D 5.75 (7.5 – 1.75)
7.5 hours	(minus) 1.87 hours	D 5.63 (7.5 – 1.875)
8 hours	(minus) 2 hours	D 5.5 (7.5 – 2)
9 hours	(minus) 2.25 hours	D 5.25 (7.5 – 2.25)
9.375 hours	(minus) 2.34 hours	D 5.16 (7.5 – 2.34)
10 hours	(minus) 2.5 hours	D 5 (7.5 – 2.5)
11.25 hours	(minus) 2.8 hours	D 4.7 (7.5 – 2.8)

The time entry person will override the Wednesday *automatically scheduled* hours and would code “D” onto the entry page with the appropriate reduced hours, e.g. if the leave is 7.5 hours, the entry is D 5.63 (7.50 – 1.87 = 5.63)

Paid Leaves of Absence:

- All of Article 11 applies to a nurse on a Unit Weekend Schedule. (I.e. leave for association business, leave, board of directors, bereavement leave, jury & witness duty, and education leave.
- A nurse who qualifies for the paid leaves under Article 11 will not suffer a reduction in pay.
- Paid leaves shall be coded for actual hours scheduled to work:
e.g. -- 11.25 hours – coded as 11.25 hours paid leave
e.g. -- 7.5 hours – coded as 7.5 hours paid leave.

Sick Leave:

- No pay for the first 17 weeks of any period of absence due to legitimate illness.
- Subject to the availability of paid holiday banked hours, the nurse will be eligible for Employment Insurance for weeks three (3) through seventeen (17). I.e. if the employee has

holiday banked hours, these can be used prior to applying for EI benefits. To draw from the holiday bank the code is “LWW”.

- Employees off on an extended sick leave must request a Record of Earnings from Payroll. This information is required in order to apply for EI benefits.
- Weeks eighteen (18) through thirty (30) the Hospital will provide the nurse with sixty-five (65) percent of her or his regular earnings for any absence due to legitimate illness.
- Following week thirty (30), the nurse is eligible for long-term disability benefits as described in Article 12 of the Collective Agreement.
- Sick leave bank balances available under article 12.03 may be used for:
 - unpaid absences due to illness and EI top-up in accordance with the formula for converting hours as described in article 12.03 (b)
 - Supplement payment for sick leave days which would otherwise be at less than full wages.

Sick Leave Summary Table:

Week 1 and 2	Weeks 3 through 17	Weeks 18 through 30	Weeks 31 and more
<ul style="list-style-type: none"> • Holiday bank if available; or • Sick leave bank credits if applicable; or • Unpaid absence 	<ul style="list-style-type: none"> • Holiday bank if available; or • EI with sick leave bank credits top-up if applicable; or • EI 	<ul style="list-style-type: none"> • Hospital will pay 65% of the nurse's regular earnings 	<ul style="list-style-type: none"> • LTD

Sick Leave Coding:

Single Shift – absence due to illness:

Where the employee does not have any banked holiday hours, the absence is coded as “SUP” and processed as an unpaid leave. See unpaid leave provisions on page 4.

Where the employee does have banked holiday hours, the absence is coded as “SWW”.

Where the hours of sick exceed the available banked holiday hours, the balance of the sick time which is unpaid is treated as an unpaid leave of absence. The portion of the sick leave for which there are banked holiday hours are coded as “SWW”, the balance unpaid are coded “SUP” and the adjustment made to the automatically coded hours as per the unpaid leave provisions on page 4.

Weeks 1 through 17

Where the employee does not have any banked holiday hours:

- Regularly scheduled shifts for which the employee is absent due to illness will be coded as "SUP". The automatically coded 7.5 hours of days will have to be changed to sick unpaid by using the code "SUP" for sick absences of a week in duration.

Where the employee has accumulated hours in their holiday compensation bank these hours can be used for payment of sick time and will be coded "SWW".

- Where the illness extends to a week or more, the automatically coded 7.5 hours of days will have to be changed to "SWW".

When the holiday compensation bank has been exhausted, the regularly scheduled shifts for which the employee is absent due to illness will be coded as "SUP". The automatically coded 15 hours of days will have to be changed to sick unpaid by using the code "SUP".

Weeks 18 through 30:

- The employee's regularly scheduled shifts will be coded as SK65. The two automatically paid days will be changed to SK65 as well to reduce the payment to 65%.

Weeks 31 and more:

- No time and labour coding required. The employee will be eligible to apply for long term disability benefits.

Overtime:

- Will begin to accrue after sixty (60) hours in a two (2) week period averaged over the scheduling period. The averaging period will be negotiated on a unit by unit basis dependant on the schedule and rotation.
- Will apply where the nurse works in excess of the normal daily hours. The appropriate overtime code will be used by the BC.
- Payment will be made in accordance with article 14.01 (a).

Scheduling Provisions:

- Scheduling and premium provisions relating to consecutive weekends off in the Local appendix do not apply.

Christmas Period:

- Article H-3 (c) shall apply except where Christmas and New Years fall on a weekend. In this instance the nurse is required to work both days. If Christmas and New Years fall on a weekday, the nurse can only be required to work during one of the holiday periods in accordance with local provisions.

LETTER OF AGREEMENT

BETWEEN:

HAMILTON HEALTH SCIENCES
(Hereinafter referred to as the "Hospital")

AND:

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


Re: Nursing Resource Team (NRT)

The Hospital and the Association are in agreement to the following terms and conditions of the administration of the Collective Agreement with regards to the Nursing Resource Team:

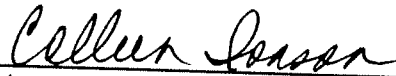
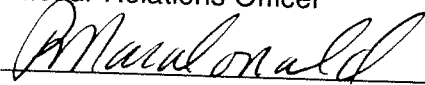
- (a) For the purposes of Collective Agreement administration, the Nursing Resource Team will be deemed as a unit.
- (b) It is understood that the Nursing Resource Team will support the McMaster, Chedoke, Henderson and General Sites, and as such said nurse(s) may be required to work at all sites for partial and/or single shifts.
- (c) It is further understood that subject to article 10.07(g) upon a partial or single shift reassignment, as referred to in Article 10.08(a), the Hospital will reassign NRT nurses scheduled on the unit and shift from which the reassignment is to occur as per articles H-12 and 10.07(g).

DATED at Hamilton, Ontario this 10th day of March, 2008.

FOR THE HOSPITAL:



FOR THE UNION:


 Labour Relations Officer


LETTER OF AGREEMENT

B E T W E E N:

HAMILTON HEALTH SCIENCES
(Hereinafter referred to as the "Hospital")

A N D:

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

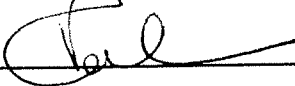
Re: Standby – HIU General Site

In reference to Article 14.07 and Article H-10, this letter is to confirm the parties' agreement to the following:

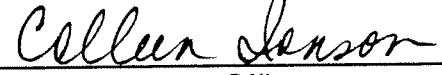
1. A nurse working in the HIU at the General Site may be scheduled to standby on her/his scheduled day off.
2. When such nurse is scheduled for standby on a weekend and is called into work, s/he is considered to be working the weekend.
3. Where such nurse has been called in from standby and worked the hours after 24:00 hours, such nurse will be allowed leave without loss of earnings until s/he has eight (8) hours off work.

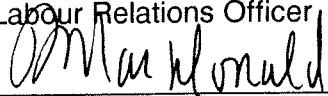
DATED at Hamilton, Ontario this 10th day of March, 2008.

FOR THE HOSPITAL:



FOR THE UNION:



 Labour Relations Officer


LETTER OF AGREEMENT

BETWEEN:

HAMILTON HEALTH SCIENCES
(Hereinafter referred to as the "Hospital")

AND:

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

Re: Hospital/Association Scheduling Committee

A Scheduling Committee comprised of the BUP and a full-time and part-time nurse and one other bargaining unit member will meet at least bi-monthly with the employer to review scheduling practices, master rotations – as per Article H, self-scheduling and dual masters.

Where RN's on a unit request a dual schedule (more than one (1) master rotation), the scheduling committee will meet with the manager to:

- a) determine if the parties agree to implement the dual schedule and if so agreed;
- b) develop a letter of understanding outlining the terms and conditions of such a dual schedule.

The Hospital agrees to pay for time spent during regular working hours for representatives of the Association attending such meetings. Meetings will be prescheduled on a yearly basis on mutually agreed upon dates and times.

The committee may make recommendations with respect to conducting votes on any particular unit.

A copy of all schedules will be provided to the scheduling committee within the first quarter of each year.

DATED at Hamilton, Ontario this 10th day of March, 2008.

FOR THE HOSPITAL:

[Signature]

FOR THE UNION:

[Signature]
 Labour Relations Officer
[Signature]

LETTER OF AGREEMENT

BETWEEN:

HAMILTON HEALTH SCIENCES
(Hereinafter referred to as the "Hospital")

AND:

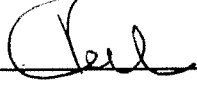
ONTARIO NURSES' ASSOCIATION
(Hereinafter referred to as the "Union")

Re: Joint Occupational Health and Safety Committees

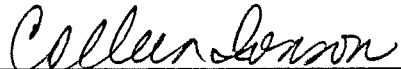

This letter is to confirm that as per the Ontario Occupational Health and Safety Act, the Hamilton Health Sciences Corporation will recognize the appropriate joint health and safety committees within it's off site workplaces.

DATED at Hamilton, Ontario this 10th day of March, 2008.

FOR THE HOSPITAL:



FOR THE UNION:


Labour Relations Officer


LETTER OF AGREEMENT

BETWEEN:

HAMILTON HEALTH SCIENCES
(Hereinafter referred to as the "Hospital")

AND:

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

Re: Local Association President Leave / Office Space

This letter is to confirm the parties' agreement as follows:

1. Upon written application by the Association to the Hospital, under the following conditions, the Local Association President will be granted a full-time leave of absence:
 - (a) the purpose of the leave will be to conduct Local Association/Hospital business.
 - (b) the Local Association President will:
 - remain on the Hospital's payroll in order to maintain continuity of any applicable benefit plans and pension entitlements, and
 - be paid by Hospital her regular weekly earnings determined by multiplying her regular hourly rate times her normal weekly hours, and
 - retain and accrue seniority and service as if she was working her normal weekly hours.
 - (c) on a regular quarterly basis, the Hospital will bill the Local Association fifty (50) percent of the Local Association President's regular weekly earnings. It is understood the Association will reimburse the Hospital within a reasonable time period.
 - (d) During her leave, the Local Association President will maintain her incumbent position within her unit. In order to maintain her unit nursing skills, abilities, experience and qualifications, the Local Association President, upon request to her unit, may be scheduled by the Hospital to work on her unit. In such cases, she shall be scheduled within the normal compliment of her unit and there shall be no resulting payment made to any nurse as a result of the Local Association President working on her unit.
2. *Upon the request of the Association, the Hospital will endeavor to locate an office space at one (1) site for the Local Association President.

3. The above provisions are to exist for a period concurrent with the term of the Local Association President. These provisions are to be reviewed jointly by the parties for a successive term of office of the Local Association President.

DATED at Hamilton, Ontario this 10th day of March, 2008.

FOR THE HOSPITAL:

[Signature]

FOR THE UNION:

Colleen Jensen
Labour Relations Officer
Marlonal U

Memorandum of Agreement

-between-

**Hamilton Health Sciences
(Herein referred to as the “Hospital”)**

-and-

**Ontario Nurses Association
(Herein referred to as the “Association”)**

Re: Definition of Area of Assignment in the Juravinski Cancer Centre (JCC)

The parties have agreed to the following regarding the definition of “area of assignment” as referred to in the job posting, reassignment and layoff and recall provisions of the Collective Agreement.

1. Area of assignment is the area in which the nurse normally works, and is awarded under the job posting provision of the Collective Agreement.
2. Areas of Assignment in the JCC:
 - i. Primary Nursing inclusive of all of the Clinics in the JCC
 - ii. Radiation Treatment inclusive of Patient Assessment, Ambulance Care and Brachytherapy
 - iii. Systemic Treatment
 - iv. Clinical Trials
 - v. Breast Screening and Assessment
 - vi. Supportive and Palliative Care
3. It is understood that a partial or single shift reassignment to a different area of assignment as listed in (2) above, and as referred to in Article 10.08 (a) will be reassigned in accordance with local provisions Article H-12.
4. A practice within the area of Primary Nursing is defined as a particular disease site and/or treatment modality. Should a practice associated with a full-time vacancy within the Primary Nursing become available, the Hospital agrees to publicize the expression of interest internally within the JCC Clinics. The Hospital will request the expression of interest prior to the posting of the full-time vacancy. At the manager’s discretion, further expressions of interest may be offered. It is understood that a practice as defined above does not constitute an Area of Assignment as per Article 10.08 (a).

DATED at Hamilton, Ontario this 10th day of March, 2008.

FOR THE HOSPITAL:

[Signature]

FOR THE UNION:

Collinson
Labour Relations Officer
[Signature]

Memorandum of Agreement

-between-

**Hamilton Health Sciences
(Herein referred to as the "Hospital")**

-and-

**The Ontario Nurses Association Local 70
(Herein referred to as the "Association")**

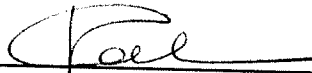
**Re: Juravinski Cancer Centre (JCC) – Resource Nurse/Disease Site Team Coordinator
and Canadian Oncology Certification Examination**

The parties agree to the following within the JCC with regards to premium payment for the assignments of Resource Nurse and Disease Site Team Coordinator and reimbursement of the Canadian Oncology Examination fee:

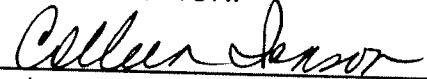
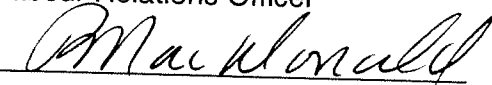
1. It is understood that premium payment under Article 19.04 (d) is applicable to the nursing assignments of Resource Nurse and Disease Site Team Coordinator;
2. A regular full-time or regular part-time nurse will be reimbursed for the full cost of the Canadian Oncology Certification examination fee and subsequent re-certification fee(s) upon submission of documentation acceptable to the hospital confirming the nurse has successfully passed the exam.

DATED at Hamilton, Ontario this 10th day of March, 2008.

FOR THE HOSPITAL:



FOR THE UNION:


 Labour Relations Officer


CONSENT TO ALTER THE COLLECTIVE AGREEMENT

Between

**Ontario Nurses' Association
(Hereinafter referred to as "the Union")**

And

**Hamilton Health Sciences
(Hereinafter referred to as "the Employer")**

RE: New Family Day (third Monday in February) Statutory Holiday

Whereas the government has established a new Family Day (third Monday in February) statutory holiday under the Employment Standards Act, and

Whereas Article 15.01 requires the parties to substitute a named holiday in the Appendix 5 of Local Provisions for such holiday, and

Whereas the parties have agreed to substitute the existing "Second Monday in February" for the new Family Day statutory holiday,

The parties hereby agree Article F-1 of the Appendix 5 of Local Provisions is amended to read:

F-1 In reference to Article 15.01, the twelve (12) paid holidays shall be:

New Year's Day
Family Day (3rd Monday in February)
Good Friday
Victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
Second Monday in November
Christmas Day
Boxing Day

This Consent to Alter Agreement will be appended to and form part of the current Collective Agreement between the parties expiring March 31, 2008.

The amended provisions identified above will be included in the next Collective Agreement between the parties unless expressly amended during the course of negotiations for the renewal Collective Agreement.

DATED at Hamilton, Ontario this 10th day of March, 2008.

FOR THE HOSPITAL:

Iceal

FOR THE UNION:

Colleen Jensen
Labour Relations Officer
M MacDonald

“Unpublished”**LETTER OF AGREEMENT**

B E T W E E N:

HAMILTON HEALTH SCIENCES
(Hereinafter referred to as the “Hospital”)

A N D:

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

Re: Emergency Department Triage Specialists

1. The purpose of this Agreement is to;
 - (a) convert the current non-union Emergency Department Triage Specialist role located at the Hospital’s General and Henderson sites to a unionized role, and
 - (b) provide the current non-union Emergency Department Triage Specialist incumbents with a choice to remain within the Emergency Department Triage Specialist role/Emergency Department Group, Unit, Team Leader (Charge) role or become unionized, and
 - (c) outline how the Emergency Department Triage Specialist role and the Emergency Department Group, Unit, Team Leader (Charge) role will be assigned at the Hospital’s General, Henderson and McMaster sites.
2. The current non-union Emergency Department Triage Specialists, as listed below, will be given a choice of:
 - (a) remain as non-union employees assigned to the role of Emergency Department Triage Specialist or Emergency Department Group, Unit, Team Leader (Charge), or
 - (b) convert to union status with the understanding that:
 - i) credit for past seniority and service, as noted below would be awarded, and
 - ii) placement on the ONA nurses’ hourly salary scale to the nearest hourly rate which does not result in a lesser hourly rate. The individual will advance to the next hourly rate, if any, on her service review date. If an individual is currently paid at a higher hourly rate than the current ONA nurses hourly salary scale plus the Group, Unit, Team Leader (Charge) premium that is paid in accordance with Article 19.04(d) of the Collective Agreement (\$0.70), such individual will be red circled until the ONA

nurses hourly salary scale hourly rate plus the Group, Unit Team Leader (Charge) premium as determined by the Collective Agreement, is equal to or greater than the individual's red circled rate at which time the individual will be placed on the ONA nurses' hourly salary scale to nearest hourly rate that does not result in a lesser hourly rate. Said individual will advance to the next hourly rate, if any, on her service review date, and

- iii) permanent assignment to the role of Emergency Department Triage Specialist or Emergency Department Group, Unit, Team Leader (Charge).

Current Non-Union Emergency Department Triage Specialists:

<u>Name</u>	<u>Seniority and Service Dates</u>
K. Bean	March 4, 1998
C. Bell	August 19, 1974
D. Bereza	December 14, 1987
S. DeHaan	March 30, 1970
P. Foster	August 30, 1982
E. Healey	April 22, 1985
D. Barclay	September 9, 2002
A. Iacobucci (part-time)	17,759.75 hrs (as of July 10, 2002)
J. Bujan (part-time)	10,057.63 hrs (as of July 10, 2002)
J. Irwin (part-time)	3,938.75 hrs (as of July 10, 2002)

3. With the exception of any current non-union Emergency Department Triage Specialists, as identified in #2 above, who remain as non-union permanently assigned the role of Emergency Department Triage Specialist or Emergency Department Group, Unit, Team Leader (Charge) all future Emergency Department Triage Specialists an Emergency Department Group Unit or Team Leaders (Charge) assignments at the Hospital's General, Henderson and McMaster site, will be deemed to be in the Union paid and filled per #4 below.
4.
 - (a) The assignment of Emergency Department Triage Specialist and the assignment of Emergency Department Group, Unit, Team Leader (Charge), will be paid a premium in accordance with Article 19.04(d) of the Collective Agreement.
 - (b) With the exception of those individuals permanently assigned to the role of Emergency Department Triage Specialist or Emergency Department Group, Unit, Team Leader (Charge) as referred to in #2 above, any additional Emergency Department Triage Specialist or Emergency Department Group, Unit, Team Leader (Charge) assignments will be posted internally (within each respective Emergency Department at each respective Hospital site, General, Henderson, McMaster) to determine who wishes to be considered for such assignment. The duration of an assignment will be no more than six (6) months at which time any further assignments will be posted internally and so on.
5. In view of the foregoing, the Union deems grievance A-01-09 resolved and the arbitration scheduled for September 5, 2002, will be cancelled.

DATED at Hamilton, Ontario this 10th day of March, 2008.

FOR THE HOSPITAL:

Teel

FOR THE UNION:

Colleen Jensen
Labour Relations Officer
Maulnald

