

**LOCAL APPENDICES TO THE  
COLLECTIVE AGREEMENT**

B E T W E E N:

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

A N D:

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

Expires: March 31, 2020

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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, 2018	Effective April 1, 2019
Start	32.66	33.23
1 Year	32.81	33.39
2 Years	33.36	33.94
3 Years	35.00	35.62
4 Years	36.66	37.30
5 Years	38.72	39.40
6 Years	40.80	41.52
7 Years	42.89	43.64
8 Years	45.94	46.75
25 Year	46.76	47.57

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, 2018					
	Non Registered Nurse	Nurse Clinician Clinical Resource Reviewer Nurse associate: C.V.T., Neuro and Medical, RNFA	Clinical Instructor and Case Manager	Hamilton General Site – Public Health Nurse	Occupational Health Nurse – St. Peter's Hospital Only
Start	31.72	38.18	36.10	35.77	35.50
1 Year	31.87	38.28	36.20	35.97	35.68
2 Years	32.38	38.72	36.64	36.54	36.34
3 Years	34.02	40.55	38.44	38.42	38.16
4 Years	35.68	42.29	40.18	40.22	39.98
5 Years	37.70	44.56	42.33	42.54	42.25
6 Years	39.71	46.83	44.53	44.82	44.55
7 Years	41.78	49.20	46.82	47.07	46.82
8 Years	44.74	52.69	50.10	50.47	50.14
25 Years	45.53	53.62	50.98	51.35	51.02

Effective April 1, 2019					
	Non Registered Nurse	Nurse Clinician Clinical Resource Reviewer Nurse associate: C.V.T., Neuro and Medical, RNFA	Clinical Instructor and Case Manager	Hamilton General Site– Public Health Nurse	Occupational Health Nurse – St. Peter's Hospital Only
Start	32.28	38.85	36.73	36.40	36.12
1 Year	32.43	38.95	36.83	36.60	36.30
2 Years	32.95	39.40	37.28	37.18	36.98
3 Years	34.62	41.26	39.11	39.09	38.83
4 Years	36.30	43.03	40.88	40.92	40.68
5 Years	38.36	45.34	43.07	43.28	42.99
6 Years	40.40	47.65	45.31	45.60	45.33
7 Years	42.51	50.06	47.64	47.89	47.64
8 Years	45.52	53.61	50.98	51.35	51.02
25 Years	46.33	54.56	51.87	52.25	51.91

## 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.

	<b>Assistant Head Nurse and Registered Nurse</b>	<b>Above Assistant Head Nurse</b>
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.

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.
- 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,
  - (e) Those positions that had been, as of September 1, 1997, excluded from the bargaining unit,
  - (f) Infection control practitioners, infection control coordinators, advance practice nurses, nurse practitioners, clinical specialists/clinical nurse specialists and clinical nurse specialist – interns as per the Minutes of Settlement dated September 23, 2011,
  - (g) Employee health nurses/occupational health nurses, save and except the incumbent in the Occupational Health Nurse position at the St. Peter's site, based on the terms identified in the Minutes of Settlement dated September 23, 2011.

### **ARTICLE B – DEFINITIONS**

- B-1 “Site” means the buildings, employees and activities located at either the General Hospital (which includes the West End Urgent Care Centre, the Regional Rehabilitation Centre, and Ron Joyce Children's Health Centre) or the Juravinski Hospital and Cancer Centre, or the McMaster Hospital or the St. Peter's Hospital or the West Lincoln Memorial 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, 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.
- 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(a) applies 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 (a) 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 six (6) union representatives on the Grievance Committee.

D-3 In reference to Article 6.03(a), there shall be up to six (6) 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 ten (10) and shall be inclusive of the Bargaining Unit President and the Grievance Chair.

D-5 In reference to Article 9.02(a), in addition to the Union President, there shall be up to five (5) union representatives on the Professional Development Committee. The Professional Development Committee shall be a sub-committee of the Hospital-Association Committee. The frequency of meetings will be determined by the committee members.

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. When a regular member is unable to attend, a local site alternate will attend.

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. The Union will be provided with a list of internal transfers to the Bargaining Unit.

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

D-9 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 Master schedules will be provided to the Bargaining Unit President within the first quarter of each year.

### **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 15 at any one time up to a total of 500 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 of 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
Family Day (Third Monday in February)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Second Monday in November
Victoria Day	Christmas Day
Canada Day	Boxing Day

With respect to Canada Day, the Employer shall only be required to pay the premium rate for July 1.

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

F-3 (Articles F-3 and F-4 and F-5 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 Requests for lieu days will receive a decision within fifteen (15) business days of request.

F-6 (Article F-6 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 1<sup>st</sup> to December 31<sup>st</sup>. Vacation will accrue on a monthly basis. Advancement to the next level of vacation entitlement shall commence on the employee's vacation service date.

- (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
- (c) By October 1<sup>st</sup> of each year, a manager will advise each nurse of their vacation entitlement for the upcoming vacation year and will issue an Annual Vacation Request Process Template. (See Appendix "A".)

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 1<sup>st</sup> in advance of the vacation request period. Vacation quotas for full-time and part-time will be separate.

A copy of the quota will be provided electronically to the bargaining unit president by October 1 of each year.

- G-3 (a) By November 1<sup>st</sup> of the previous calendar year, a nurse will request in writing vacation preferences for the subsequent vacation year, January 1<sup>st</sup> to December 31<sup>st</sup> inclusive.
- (b) The Unit vacation schedule, for the period of January 1<sup>st</sup> to December 31<sup>st</sup> of the subsequent vacation year will be posted on or before December 1<sup>st</sup>

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) During the summer period (June 15 to September 15) requests for week(s) of vacation will take precedence over single day vacation requests.
- (e) 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.
- (f) 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) Once vacation has been approved as per the collective agreement, it may not be converted to lieu time or statutory holidays for payroll purposes, save and except extenuating circumstances.

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 1<sup>st</sup>, 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. Requests will receive a decision within fifteen (15) business days of submission.
  - (b) If following a unit posting its vacation schedule on or before December 1<sup>st</sup>, vacation date(s) not available within the units' vacation quota at the time of posting becomes available, a nurse who as of November 1<sup>st</sup> requested in writing those vacation dates, in order of seniority, will be offered such date(s).
  - (c) An employee can rescind their vacation, so long as the vacation has not been posted on the work schedule and an alternate request is provided by the employee and approved by the Manager at the time the nurse rescinds their vacation. It is understood that an employee is required to rescind their vacation request in its entirety. For purpose of clarification, an employee who has requested a week of vacation is required to rescind the full week, and not a part of the week.
  - (d) Once schedules are posted, if an employee no longer desires their requested approved vacation, they may make themselves available to pick up tours. Such employees will be called after all Regular Part-time nurses have been offered their commitment provided said tour(s) does not incur a premium.

Once the Regular Part-time nurse has committed to shifts above commitment, they cannot be cancelled to allow a nurse to pick up tours.

- (e) All other requests for vacation, excluding the Annual Vacation Request process and the process outlined above will receive a decision within fifteen (15) business days of submission.

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 In order to allow effective planning employees are encouraged to book 100% of their annual vacations through the annual vacation booking process. Employees are required to request at least all but forty-five (45) hours of their annual vacation entitlement during the planning process. By November 1<sup>st</sup> 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. It is understood that surplus vacation in excess of the forty-five (45) hours of carry-over will be scheduled, to be taken by the nurse within the first 3 months of the following vacation year. Such nurse will submit in writing to the clinical manager the surplus vacation request by December 31st. Failure to provide such notice to the clinical manager may result in the surplus vacation being scheduled by the clinical manager in collaboration with the Nurse at a time conducive to the unit schedule and to support the provision of patient care.

G-8 Article G-8 applies to all part-time nurses.

With reference to Article 16.06, vacation pay shall be paid on a bi-weekly basis.

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.



**APPENDIX "A"**

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: Annual Vacation Request Process – ONA Represented Staff - Unit:**

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*The following vacation request process is for the YEAR Calendar Year.*

*Vacation requests will be reviewed and granted in accordance with Article G of the ONA Local 70 Collective Agreement.*

1. Requests must be received in writing by November 1<sup>st</sup>, YEAR. The unit vacation schedule will be posted by December 1<sup>st</sup>, YEAR.
2. Please request your preferences up to your full vacation entitlement for the complete year at this time in order to ensure your requests are considered prior to the posting of the unit vacation schedule.
3. Once the unit vacation schedule is posted on or before December 1<sup>st</sup>, additional requests of vacation will be considered in order of the requests received.
4. Insert unit definition of a week.
5. We will endeavour to ensure that staff requesting vacation during the prime time schedule (June 15, **YEAR** – September 15, **YEAR**) will receive at least 2 weeks of vacation.
6. Vacation Quotas as indicated below: (unit specific quotas – add additional dates as needed).

\_\_\_\_\_ (dd/mm/yyyy) \_\_\_\_\_ dd/mm/yyyy

\_\_\_\_\_ full-time and \_\_\_\_\_ regular part-time

\_\_\_\_\_ dd/mm/yyyy - \_\_\_\_\_ dd/mm/yyyy

\_\_\_\_\_ full-time and \_\_\_\_\_ regular part-time

*Please be advised that vacation quotas are subject to change based on patient care requirements.*

7. A nurse who works extended tours is encouraged to submit their request(s) in writing for additional shifts (pick up shifts), omission shifts (drop days), and H-days by November 1<sup>st</sup> **YEAR**. The Hospital will endeavour to honor the nurses preference(s).
8. Vacation requests shall be considered and approved in advance of requests for pick up shifts, drop days, and H-Days, as referenced H-3 (g) and H-5 (i).

**ARTICLE H – SCHEDULING**

Unless otherwise noted, Article H – Scheduling shall apply to nurses at all sites.

**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 (7<sup>th</sup>) 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 (2<sup>nd</sup>) 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 23<sup>rd</sup> to the start of the day shift December 27<sup>th</sup> or the end of the day shift December 23<sup>rd</sup> to the end of the day shift December 27<sup>th</sup>.
  - ii) New Years shall include the start of the day shift December 29<sup>th</sup> to the start of the day shift January 2<sup>nd</sup> or the end of the day shift December 30<sup>th</sup> to the end of the day shift January 3<sup>rd</sup>.
  - 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 15<sup>th</sup> of each calendar year, a nurse will request in writing their choice to work either Christmas or New Years. The schedule for the Christmas/New Years period shall be posted no

later than October 15<sup>th</sup>. The Hospital will endeavour to schedule a nurse to their 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 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 an extended tour 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 neither 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 (2<sup>nd</sup>) 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 23<sup>rd</sup> to the start of the day shift December 27<sup>th</sup> or the end of the day shift December 23<sup>rd</sup> to the end of the day shift December 27<sup>th</sup>.
  - ii) New Years shall include the start of the day shift December 29<sup>th</sup> to the start of the day shift January 2<sup>nd</sup> or the end of the day shift December 30<sup>th</sup> to the end of the day shift January 3<sup>rd</sup>.
  - 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 15<sup>th</sup> of each calendar year, a nurse will request in writing their choice to work either Christmas or New Years. The schedule for the Christmas/New Years period shall be posted no later than October 15<sup>th</sup>. The Hospital will endeavour to schedule a nurse to their 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.

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.

Where a part-time nurse works the equivalent of a full-time nurse's 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 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.

- (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 make adjustments to the master rotation to ensure that the nurse is scheduled to work 1950 hours in a calendar year. This may include the addition or omission of shifts. 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.

By November 1<sup>st</sup> of the previous calendar year, a nurse will request in writing their paid holidays (H days) and omission shift (drop day) preferences for the subsequent calendar year, January 1<sup>st</sup> to December 31<sup>st</sup> inclusive. Such requests shall be considered after the allocation of vacation for full time and part time nurses as per article G. The Hospital will endeavour to honour the nurses preference(s). Request(s), which have

been submitted by the nurse and then approved by the Hospital, may be subject to change(s) at the discretion of the Hospital.

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 (2<sup>nd</sup>) 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 23<sup>rd</sup> to the start of the day shift December 27<sup>th</sup> or the end of the day shift December 23<sup>rd</sup> to the end of the day shift December 27<sup>th</sup>.
  - ii) New Years shall include the start of the day shift December 29<sup>th</sup> to the start of the day shift January 2<sup>nd</sup> or the end of the day shift December 30<sup>th</sup> to the end of the day shift January 3<sup>rd</sup>.
  - 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 15<sup>th</sup> of each calendar year, a nurse will request in writing their choice to work either Christmas or New Years. The schedule for the Christmas/New Years period shall be posted no later than October 15<sup>th</sup>. The Hospital will endeavour to schedule a nurse to their 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.

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.

- (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 Hospital will endeavour to schedule nurses on a 2 Day, 2 Night master work schedule.

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 (2<sup>nd</sup>) 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 23<sup>rd</sup> to the start of the day shift December 27<sup>th</sup> or the end of the day shift December 23<sup>rd</sup> to the end of the day shift December 27<sup>th</sup>.
  - ii) New Years shall include the start of the day shift December 29<sup>th</sup> to the start of the day shift January 2<sup>nd</sup> or the end of the day shift December 30<sup>th</sup> to the end of the day shift January 3<sup>rd</sup>.
  - 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 15<sup>th</sup> of each calendar year, a nurse will request in writing their choice to work either Christmas or New Years. The schedule for the Christmas/New Years shall be posted no later than October 15<sup>th</sup>. The Hospital will endeavour to schedule a nurse to their 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.

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.

Where a part-time nurse works the equivalent of a full-time nurse's 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 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.

- (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 make adjustments to the master rotation to ensure that the nurse is scheduled to work 1950 hours in a calendar year. This may include the addition or omission of shifts. 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.

By November 1<sup>st</sup> of the previous calendar year, a nurse will request in writing their paid holiday (H days) and additional shift (pick up shift) preferences for the subsequent calendar year, January 1<sup>st</sup> to December 31<sup>st</sup> inclusive. Such requests shall be considered after the allocation of vacation for full time and part time nurses as per Article G. The Hospital will endeavour to honour the nurses preference(s). Request(s), which have been submitted by the nurse and then approved by the Hospital, may be subject to change(s) at the discretion of the Hospital.

H-6

**Part-time Scheduling**

- (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 their commitment. It is further understood, a job sharer will not be offered, as outlined in Article H-6(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, they 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 their home unit that they have worked tour(s) on a unit other than their home unit.

H-7

**Overtime**

When full shifts, on a Unit, that incur overtime payment are offered, the shift will be offered within that unit, by seniority to the nurse what will incur the least subsequent premium starting first with full-time nurses on a rotating basis, then to regular part-time nurses on a rotating basis and then to casual part-time nurses on a rotating basis.

H-8

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-9            **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/Endoscopy. When a nurse is scheduled for standby on a weekend off and is called into work, they are 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.
- (e) Where such nurse has been called in from standby, such nurse shall be required to report to the respective site within thirty (30) minutes of receipt of the call.
- (f) 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 they have had eight (8) hours off work.

H-10           **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-11           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 Nursing Resource Team (NRT) nurse, and if no NRT nurse

- (c) in order of seniority, the most junior casual part-time nurse, and if no casual nurse
- (d) in order of seniority, the most junior regular part-time nurse, and if no regular part-time nurse
- (e) in order of seniority, the most junior full-time nurse.
- (f) The above order may be altered based on an evaluation of the qualifications required, skill mix required, clinical needs, client acuity and the staffing complement on the sending and receiving units. It is understood that the determination of the hospital's operating needs will not be arbitrary and unreasonable.

## H-12

**Scheduling**

This article applies only to the St. Peter's site.

The hours of work as provided for in Article 13 shall be worked in accordance with tour schedules as determined by the Hospital.

- (a) An employee's scheduled weekend will not be cancelled by the Employer unless mutually agreed between the Employer and the employee, to avoid premium payment in accordance with Article 14.03.
- (b) The day shift shall be the first shift of the day.
- (c) Nurses who have accumulated banked overtime hours shall, subject to available coverage, take time off equivalent to the applicable premium hours within ninety (90) days of such hours being worked. Any balance remaining as of March 31 of the fiscal year in which the hours were accumulated, except for up to seventy five (75) banked overtime hours accumulated between January 1 and March 31 of that fiscal year, shall be paid out at the applicable premium rate.
- (d) The Hospital will schedule all grandfathered Regular Part-time nurses to work on a regular predetermined basis.
- (e) The Hospital will grandparent all existing Regular Part-time nurses in their current full-time equivalent positions.
- (f) Any regular Part-Time vacancies will be posted in accordance with Article B-7 and casuals in accordance with Article B-8. Shifts shall be assigned to incumbents to these positions in accordance with Article H-6.
- (g) For clarity, on a unit, additional shifts will be assigned first to Beck Regular Part-time nurses up to their commitment, and then to all Regular Part-Time combined based on availability and in combined seniority order within the unit, in accordance with H-6 (b).
- (h) Nurses grandparented as per (e) above shall be permitted, upon request to move into the Beck scheduling language, thereby vacating their grandparented position permanently.

H-13 In accordance with Article 10.07 (d) full-time nurses will be considered for temporary full-time vacancies on the same basis as regular part-time nurses.

### **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 10.07.
- (v) If a full-time nurse wishes to job share their 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 10.07.
- (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 10.07.
- (vii) With the exception of (x) below, a nurse once assigned a job sharing position, will be covered by the part-time provisions of the 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 10.06, 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 10.07. 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 they were 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 their 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 their partner, the Hospital will schedule such.

- (xi) ***Applicable to job share arrangements in place prior to January 26, 2012***

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.

***Applicable to all job share arrangements entered into after January 26, 2012 and to any pre-existing job share arrangements where one or both incumbents leave such arrangement after January 26, 2012***

Where required by the Hospital, job sharers will cover each other's vacation and any short term leaves of up to thirty (30) days duration. Where the job sharers cover for vacation, they will not be part of the vacation quota in their unit and there will be no premium payments owed for such hours worked. If, because of unavoidable circumstances, one cannot cover the other, the unit supervisor must be notified. Job sharers are not required to cover for their partner in the case of prolonged or extended absences over thirty (30) days. Job sharers shall be offered additional unscheduled tours only if they have made their availability known. It is understood that they may only make themselves available on tours that would not result in premium payment or on shifts where their partner is not scheduled to work, unless requested by the employer and agreed to by the nurse.

Vacation, Maternity Leave and other Leaves pursuant to Article 11 of the Central Agreement: In the event that one member of the job sharing arrangement goes on any of the above leaves of absence exceeding thirty (30) days, the remaining partner has the option of covering all of the absent partner's shifts for the duration of the absence. If the employee is unable to cover the entire leave of absence, they must inform the manager in advance at least two (2) weeks prior to the leave commencing. Job sharers are not required to cover for their partner in the case of prolonged or extended absences exceeding thirty (30) days or Union leaves.



- (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 their 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 their partner, the Hospital will schedule such.

## **ARTICLE J – HEALTH & SAFETY**

### **WORK ACCOMMODATION**

#### **J-1 Early and Safe Return to Work**

The Hospital and the Union are committed to a consistent, fair approach to meeting the needs of workers requiring accommodation, to assist in restoring them to work which is meaningful for them and valuable to the Hospital.

To that end, the Hospital and the Union, with the full participation of the employee, agree to cooperate in facilitating the return to work of employees with disabilities, whether the disability is temporary or permanent in nature.

The Hospital, the Union, and the Nurse recognize their obligations in facilitating the early and safe return to work of employees seeking accommodation. The parties agree that ongoing and timely communication by all participants is essential to the success of the process.

#### **J-2 Weekly Return to Work Meetings**

- (a) Weekly Return to Work (“RTW”) Meetings, presently established and constituted, including a representative of the Union will continue. 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.
- (b) An employee requiring temporary modified work may be required to provide the Health, Safety & Wellness Department with medical verification of accommodation requirements, including expected duration.
- (c) It is understood that it is the obligation of the employee in receipt of short-term or long-term disability benefits to ensure the Hospital’s Health, Safety and Wellness 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.
- (d) At the next scheduled Weekly RTW Meeting, the employee will meet with the unit manager, union representative and the Health, Safety and Wellness representative to review the employee’s abilities and accommodation needs to ensure a Return to Work Plan can be implemented. The affected Employee may also request the presence of the Bargaining Unit President or designate and/or the Labour Relations Officer to attend the RTW Meeting; however the availability of these additional representatives will not delay such RTW Meeting.

- (e) In creating a return to work plan, the parties will assess the employee's abilities and accommodation needs to determine if the nurse can return to their:
- Original, pre-disability position, with or without accommodation;
  - Alternate work, with or without accommodation in the original, pre-disability Unit; or,
  - Alternate positions outside of the original Unit.
- (f) Following the RTW Meeting, a copy of the Return to Work plan will be provided to the employee and the Union's return to work representative.

J-3

**Accommodated Work**

Should an employee present with medical restrictions or require an accommodation without being off work, and where it has been determined that they are unable to complete the full duties of their position due to disability, illness or injury, the Hospital will notify and meet with the local representative as soon as possible to discuss the circumstances surrounding the employee's need for suitable work. To this end, the hospital will proactively offer temporary modified duties, within an employee's abilities, to perform until such time that a RTW Meeting can be arranged.

J-4

**Permanent Accommodation**

- (a) The parties recognize that more than one employee requiring permanent accommodation may be suitable for a particular position or arrangement. In such cases, the parties agree that, in complying with the provisions of this Article, they must balance additional factors including in no particular order:
- Skills, ability and experience;
  - Ability to acquire skills;
  - Path of least disruption in the workplace;
  - Seniority;
  - Timing of return to work; and,
  - Length of time an accommodation is required.

When more than one (1) Employee is deemed by the parties to be suitable for a particular position or arrangement, and the factors set out above are relatively equal, seniority shall govern.

- (b) An employee requiring permanent accommodation will provide the Health, Safety & Wellness Department with medical verification of accommodation requirements and information regarding restrictions.
- (c) In the case where the employee is absent from work, the employee will provide the Health, Safety & Wellness Department with their ability to return to work including information regarding accommodation requirements.
- (d) Where an employee is not returned to their original position or unit as a result of permanent accommodation, the Joint Accommodation Committee will be notified. The Health, Safety & Wellness Department in consultation with the Union representative will examine opportunities for temporary

accommodation until such time as an appropriate permanent accommodation is determined.

This employee will remain on the list of employees requiring permanent accommodation.

- (e) The Hospital will advise the Union of offers of permanent accommodation within or outside the bargaining unit.
- (f) 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; or
  - ii) the weight of the medical evidence establishes that there is no reasonable prospect of a return to the employee's original position in the foreseeable future

J-5

#### **Accommodation Committee**

A Joint Accommodation Committee (JAC) shall be comprised of Union and Hospital representatives. The JAC will meet on a monthly basis. The Union member will suffer no loss of regular earnings for attendance at such meetings. If the Union member(s) 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.

At each monthly meeting, the JAC will discuss the accommodation needs of all employees requiring permanent accommodation. In establishing a suitable permanent accommodation, the JAC will consider all opportunities for accommodation, including but not limited to modifications to the employee's pre-injury/pre-disability job or unit, and examining current or potential postings.

The Hospital, will provide an updated listing of information to the JAC, in advance of the monthly meeting, including the following:

- (a) The names of those employees who due to a work related injury have lost time from work since the previous said notification;
- (b) Employees awaiting either temporary or permanent accommodation;
- (c) Employees currently off work, pending return to work;
- (d) Employees absent from work because of injury or disability who are in receipt of Workplace Safety Insurance Board benefits;
- (e) Employees absent from work because of injury or disability who are in receipt of Long Term Disability benefits, including last day worked.

The names of those employees in receipt of Long Term Disability Benefits who, upon notification from the Insurance Carrier, are not expected to meet the change of definition criteria.

J-6

The Hospital will provide a nurse with their copy of the Workplace Safety & Insurance Board Form 7 at the same time as it is sent to the Board.

## **VIOLENCE IN THE WORKPLACE**

- J-7 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 who 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 their employment.
- J-8 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 available to nurses who have faced workplace violence. These policies and procedures shall be communicated to all nurses.
- J-9 The Hospital will report all incidents of violence to the Joint Health and Safety Committee for review.
- J-10 The Hospital agrees to provide training and information on the prevention of violence to all nurses who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated as required.
- J-11 The Hospital, will inform the Union within three (3) days of any nurse who has been subjected to violence while performing their work. Such information shall be submitted in writing to the Union as soon as possible.

## **NEEDLE STICK AND SHARPES INJURIES**

- J-12 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, and in consultation with the Joint Health and Safety Committee where changes to the measures and procedures are indicated.

## **MUSCULOSKELETAL INJURY PREVENTION AND CONTROL**

- J-13 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.
- J-14 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.

- J-15 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.
- J-16 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.

### **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 to the Bargaining Unit President on or before January 15<sup>th</sup> and on or before July 15<sup>th</sup> 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.
- 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 their 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 their 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 Hospital 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.

K-11 In accordance with Article 17.01 (h) and/or (i), a full-time bargaining unit nurse who retires and elects to continue benefits during retirement must provide payment of the benefits through pre-authorized debit on a monthly basis. Benefits will be discontinued where the employee fails to maintain, in good standing, their 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.

DATED at Hamilton, Ontario this 3 day of April, 2019.

FOR THE HOSPITAL:

Melina Senchyshak

Tiffany Roblin

Ari Collerman

\_\_\_\_\_

FOR THE UNION:

Pam Sheptenko  
Labour Relations Officer

Maureen Williamson

Stephanie Dugarich

Cynthia Mascoll

**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: Incumbency to two (2) or more 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 positions within Hamilton Health Sciences.

Exceptions

- i) Sexual Assault Team

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. It will be understood that if a nurse incumbent to two (2) positions vacates their position within the Sexual Assault Team 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 3 day of April, 2019.

FOR THE HOSPITAL:

FOR THE UNION:

Melina Senchyshak

Pam Sheptenko  
Labour Relations Officer

Tiffany Roblin

Maureen Williamson

Ari Collerman

Stephanie Dukarich

\_\_\_\_\_

Cynthia Mascoll



**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: 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 1<sup>st</sup>, 1998. It will be understood that the term benefits plans will include the Hospitals' current practice concerning paid holidays. Effective July 1<sup>st</sup>, 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 3 day of April, 2019.

FOR THE HOSPITAL:

FOR THE UNION:

Melina Senchyshak

Pam Sheptenko  
Labour Relations Officer

Tiffany Roblin

Maureen Williamson

Ari Collerman

Stephanie Dukarich

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Cynthia Mascoll

**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: Innovative Christmas Scheduling**

---

By May 1<sup>st</sup> 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 1<sup>st</sup> for the Christmas, New Year's period of same calendar year.

DATED at Hamilton, Ontario this 3 day of April, 2019.

FOR THE HOSPITAL:

Melina Senchyshak

Tiffany Roblin

Ari Collerman

\_\_\_\_\_

FOR THE UNION:

Pam Sheptenko  
Labour Relations Officer

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**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 3 day of April, 2019.

FOR THE HOSPITAL:

FOR THE UNION:

Melina Senchyshak

Pam Sheptenko  
Labour Relations Officer

Tiffany Roblin

Maureen Williamson

Ari Collerman

Stephanie Dukarich

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Cynthia Mascoll

**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. The parties will support that unresolved payroll issues will be addressed by the employee with their manager/delegate.
2. The parties will encourage Hospital employees to follow the process detailed herein:
  - (a) 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, the off-cycle payment will be processed.
  - (b) Payroll errors of \$100 or more may be eligible for an off cycle payment and payable in the exact amount less statutory deductions in alignment with CRA guidelines.
  - (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 HR Service Centre e-mail box.
  - (d) Off cycle payments are processed on the Monday immediately following pay day. Time entry adjustment forms must be received in advance of 10:00a.m on the Friday immediately following pay day.
  - (e) Time entry adjustment forms submitted between 10:00a.m. on the Friday immediately following pay day and 10:00am on the following Tuesday will be processed in the regular pay deposit.
4. As the Hospital implements automated time and labour capture system, the Hospital will update the Union and employees regarding changes to process in a timely manner.

DATED at Hamilton, Ontario this 3 day of April, 2019.

FOR THE HOSPITAL:

Melina Senchyshak

Tiffany Roblin

Ari Collerman

\_\_\_\_\_

FOR THE UNION:

Pam Sheptenko  
Labour Relations Officer

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Cynthia Mascoll

## 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 their 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 they 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 their 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, they will remain in such position until they are successful in obtaining alternate employment through the posting process or
- (b) They 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 3 day of April, 2019.

FOR THE HOSPITAL:

Melina Senchyshak

Tiffany Roblin

Ari Collerman

\_\_\_\_\_

FOR THE UNION:

Pam Sheptenko  
Labour Relations Officer

Maureen Williamson

Stephanie Dugarich

Cynthia Mascoll



**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 their 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.  $4 \text{ weeks} = 30.00 \text{ hours} \times 4 \text{ weeks} = 120 \text{ hours}$
- BC or delegate will code vacation as “VW” for the hours the employee is normally scheduled to work on the day they have 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 they meets the eligibility requirements per Article 15 and F.
- If a nurse works on the Holiday, they 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 31<sup>st</sup> 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**

<b>Length of Unpaid Leave</b>	<b>Adjustment required</b>	<b>Automatically Scheduled Hours changed as follows</b>
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 their 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"> <li>• Holiday bank if available; or</li> <li>• Sick leave bank credits if applicable; or</li> <li>• Unpaid absence</li> </ul>	<ul style="list-style-type: none"> <li>• Holiday bank if available; or</li> <li>• EI with sick leave bank credits top-up if applicable; or</li> <li>• EI</li> </ul>	<ul style="list-style-type: none"> <li>• Hospital will pay 65% of the nurse's regular earnings</li> </ul>	<ul style="list-style-type: none"> <li>• LTD</li> </ul>

#### 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**

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:

*7.0 Paid Holidays*

- (a) Eligibility for STAT holidays is in accordance with articles 15 and F of the Collective Agreements.
- (b) Up to eighteen (18) paid holidays may be accumulated at 7.5 hours per day in accordance with the provisions of the full Article 13.04 Letter of Agreement. The days are to be used in accordance with the full Article 13.04 Letter of Agreement. Credits exceeding eighteen (18) days will be paid out to the nurse.

DATED at Hamilton, Ontario this 3 day of April, 2019.

FOR THE HOSPITAL:

FOR THE UNION:

Melina Senchyshak

Pam Sheptenko  
Labour Relations Officer

Tiffany Roblin

Maureen Williamson

Ari Collerman

Stephanie Dukarich

\_\_\_\_\_

Cynthia Mascoll



**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-8, 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 their scheduled day off.
2. When such nurse is scheduled for standby on a weekend and is called into work, they are 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 they have had eight (8) hours off work.

DATED at Hamilton, Ontario this 3 day of April, 2019.

FOR THE HOSPITAL:

FOR THE UNION:

Melina Senchyshak

Pam Sheptenko  
Labour Relations Officer

Tiffany Roblin

Maureen Williamson

Ari Collerman

Stephanie Dukarich

\_\_\_\_\_

Cynthia Mascoll



**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: 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 3 day of April, 2019.

FOR THE HOSPITAL:

FOR THE UNION:

Melina Senchyshak

Pam Sheptenko  
Labour Relations Officer

Tiffany Roblin

Maureen Williamson

Ari Collerman

Stephanie Dugarich

\_\_\_\_\_

Cynthia Mascoll

**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: 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 3 day of April, 2019.

FOR THE HOSPITAL:

Melina Senchyshak

Tiffany Roblin

Ari Collerman

\_\_\_\_\_

FOR THE UNION:

Pam Sheptenko  
Labour Relations Officer

Maureen Williamson

Stephanie Dugarich

Cynthia Mascoll

**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: Local Association President Leave / Office Space – ONA Email Distribution List**

The parties agree to have ongoing discussions with respect to the ability to provide an email distribution list to the Bargaining Unit President of ONA bargaining unit members.

DATED at Hamilton, Ontario this 3 day of April, 2019.

FOR THE HOSPITAL:

FOR THE UNION:

Melina Senchyshak

Pam Sheptenko  
Labour Relations Officer

Tiffany Roblin

Maureen Williamson

Ari Collerman

Stephanie Dukarich

\_\_\_\_\_

Cynthia Mascoll

**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 Units in the Juravinski Cancer Centre (JCC)**

---

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

1. Unit is the area in which the nurse normally works, and is awarded under the job posting provision of the Collective Agreement.
2. Units in the JCC:
  - i. Primary Nursing inclusive of all of the Clinics in the JCC, Patient Assessment and Supportive Palliative Care
  - ii. RESSCU
  - iii. Systemic Treatment
  - iv. Clinical Trials
3. It is understood that a partial or single shift reassignment to a different unit as listed in (2) above, and as referred to in Article 10.08 (a) will be reassigned in accordance with local provisions Article H-10.
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 Unit as per Article 10.08 (a).

DATED at Hamilton, Ontario this 3 day of April, 2019.

FOR THE HOSPITAL:

Melina Senchyshak

Tiffany Roblin

Ari Collerman

\_\_\_\_\_

FOR THE UNION:

Pam Sheptenko  
Labour Relations Officer

Maureen Williamson

Stephanie Dugarich

Cynthia Mascoll



**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: Payment For Grievance Committee Chair**

---

The parties agree to work toward a new labour relations relationship in order to avoid litigation and control costs.

In support of this, the Hospital agrees to provide payment to the Grievance Committee Chair for three (3) 7.5 hour days per pay period to the expiry of the collective agreement.

The effectiveness of this arrangement will be reviewed on a regular basis between the parties at proposed union-hospital meetings during the term of this agreement.

DATED at Hamilton, Ontario this 3 day of April, 2019.

FOR THE HOSPITAL:

Melina Senchyshak

Tiffany Roblin

Ari Collerman

\_\_\_\_\_

FOR THE UNION:

Pam Sheptenko  
Labour Relations Officer

Maureen Williamson

Stephanie Dukarich

Cynthia Mascoll



**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: Part-Time Nurses at West Lincoln Memorial Hospital**

---

Where scheduled to work 7.5 hour shifts a nurse will be available to work all three shifts (days, evening, nights) except that no nurse shall be scheduled for more than two (2) different shifts in any given week.

DATED at Hamilton, Ontario this 3 day of April, 2019.

FOR THE HOSPITAL:

Melina Senchyshak

Tiffany Roblin

Ari Collerman

\_\_\_\_\_

FOR THE UNION:

Pam Sheptenko  
Labour Relations Officer

Maureen Williamson

Stephanie Dukarich

Cynthia Mascoll

## 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: Combined Full-time and Part-time Vacation Quotas**

---

### Introduction

The intent of this Letter of Understanding (herein referred to as "LOU") is to address those issues in units where the Hospital is unable to allow for a separate regular full-time and regular part-time vacation quotas due to the relatively small number of ONA members in a unit. It is understood that this Letter of Understanding (LOU) is meant to work in conjunction with Article G of the collective agreement; where there is a conflict between Article G and this LOU, this LOU shall govern.

1. The Hospital and ONA will meet at least six weeks before October 1<sup>st</sup> each year to discuss any concerns of union members or unit managers regarding the implementation of a vacation quota in the units listed in Schedule A attached. The Hospital and ONA agrees to review Schedule A before August 31<sup>st</sup> each year to discuss if units should be added or removed from Schedule A by mutual consent.
2. Where there is an overlap of vacation requests between two (2) or more Registered Nurses in any unit, ONA agrees to meet with the members on that unit between November 2<sup>nd</sup> and November 20<sup>th</sup> to determine if a resolution process to the conflicting dates can be found by mutual consent of the members with such an overlap; If ONA is able to negotiate a resolution amongst the Registered Nurses within a unit, said resolution shall be submitted to the Hospital for consideration. Failing resolution the following will apply;
  - a. Part-time hours shall be converted to a Seniority date in accordance with Article 10.03 of the ONA Central Agreement.
  - b. The full-time and the part-time seniority lists shall be combined at which point seniority shall govern for their first choice of a period of overlap of up to two weeks. Should the same two (or more) members have an overlap for a second period of up to two weeks, the member who received previous approval will be bypassed and the next most senior member will be granted their first choice of any period of overlap of up to two weeks other than a period previously granted.
  - c. A similar approach shall be applied to any such third or subsequent period of overlap.

DATED at Hamilton, Ontario this 3 day of April, 2019.

FOR THE HOSPITAL:

Melina Senchyshak

Tiffany Roblin

Ari Collerman

\_\_\_\_\_

FOR THE UNION:

Pam Sheptenko  
Labour Relations Officer

Maureen Williamson

Stephanie Dukarich

Cynthia Mascoll

### **Schedule A**

The following list represents the agreed-to Units at the time of negotiations, where the Hospital is unable to allow for a separate Regular Part-Time vacation quota due to the relatively small number of ONA members in a unit.

JHCC Same Day Surgery  
JHCC Surgical Centre  
JHCC RESSCU  
Juravinski Diagnostic Imaging  
Juravinski Endoscopy Unit  
HGH Thrombosis  
HGH HIU – Cardiovascular Triage  
McMaster Diagnostic Imaging  
McMaster 2F and 4B Clinic OBS/GYN  
McMaster Medical Day Care  
McMaster MGD Pain Clinic  
McMaster Pre-op Clinic  
West Lincoln B Ward  
West Lincoln OR  
West Lincoln SDS/Pre-op.

**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: Pediatric Medicine Clinics**

---

The parties have agreed that this Letter of Understanding shall replace the letter of Understanding signed by the parties on January 29, 2014, RE: Pediatric Ambulatory Clinic Units. It is understood that the Pediatric Hematology/Oncology Service is a stand alone Unit as is the Child Advocacy Clinic and Chronic Pain unit which are part of the Mental Health Program. These Units will not form a part of this Letter of Understanding.

The parties agree that the Pediatric Medicine Clinics shall be defined as a Unit as referred to in the job posting, reassignment and layoff and recall provisions of the Collective Agreement.

1. Pediatric Medicine Clinics Unit will include the current subspecialty clinics:
  - i. Asthma
  - ii. Allergy
  - iii. Endocrine
  - iv. Diabetes
  - v. General Pediatrics
  - vi. Immunology
  - vii. Rheumatology
  - viii. Infectious Disease
  - ix. Neuromuscular Disorders
  - x. Respiratory and Cystic Fibrosis Services
  - xi. Cardiology
  - xii. Gastroenterology
  - xiii. Genetics
  - xiv. Nephrology
  - xv. Neurology
  - xvi. Neonatal Follow Up
  - xvii. Seasonal Clinics (RSV)
  - xviii. Bariatric Medicine
  - xix. Chronic Complex Care
2. It is understood that subspecialties identified in item # 1 above may be subject to change based on funding and patient care requirements.
3. It is further understood that an assignment from one subspecialty clinic to another within the Pediatric Medicine Clinics Unit shall not be considered to be to a layoff in accordance with Article 10.08 of the ONA Central Agreement. The hospital will provide

the appropriate level of education/training to enable the nurse to provide care within the subspecialty areas.

- 4. Should a clinical subspecialty associated with a full-time vacancy become available, the Hospital agrees to publicize an expression of interest internally within the Unit to full-time staff prior to posting the position in accordance with article 10.07 (a)(i). Further expressions of interest may be offered.

Should a clinical subspecialty associated with a part-time vacancy become available, the Hospital agrees to publicize an expression of interest internally within the Unit to part-time staff prior to posting the position in accordance with Article 10.07 (a)(ii). Further expressions of interest may be offered.

DATED at Hamilton, Ontario this 3 day of April, 2019.

FOR THE HOSPITAL:

Melina Senchyshak

Tiffany Roblin

Ari Collerman

\_\_\_\_\_

FOR THE UNION:

Pam Sheptenko  
Labour Relations Officer

Maureen Williamson

Stephanie Dukarich

Cynthia Mascoll

**Memorandum 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: Nursing Resource Team - St. Peter's Site**

---

- 1.0 Effective August 6, 2015, the following Registered Nurse was grandfathered to the NRT:
- a. Catherine Summers, Regular Full-time
- 1.1 It is understood that the RN identified in paragraph 1.0 shall be assigned to the St. Peter's Hospital site except in the event of an emergency situation.
- 1.2 Notwithstanding 1.1 above, should the above noted RN express an interest in being assigned to another cluster other than St. Peter's Hospital, the Hospital will endeavour to do so.
- 1.3 It is understood that should the above noted RNs leave her position within the NRT or be aligned with another or additional cluster(s) within the NRT, the terms of 1.1 above shall cease to apply to said RN and her assignment will no longer be restricted to St. Peter's Hospital site.
- 1.4 For clarity, distribution of work for RNs at the St. Peter's Hospital site will be offered in the following order at straight time:
- I. RN identified in paragraph 1.0 will be scheduled full-time hours (provided she maintains her full-time incumbent position within the NRT), if this has been exhausted;
  - II. Regular part-time RNs up to commitment (only applicable to those RNs following Beck language) in order of seniority, if this has been exhausted;
  - III. Regular part-time RNs on the unit where the vacant shift exists up to full-time hours, in order of seniority, if this has been exhausted;
  - IV. Casuals on the unit where the vacant shift exists, if this has been exhausted;
  - V. NRT (beyond the St. Peter's Hospital)
- 1.5 This agreement is made without prejudice and precedent to the respective position of the parties in any other matter, except for the purposes of enforcement of the agreement to ensure implementation of its terms and conditions.

DATED at Hamilton, Ontario this 3 day of April, 2019.

FOR THE HOSPITAL:

Melina Senchyshak

Tiffany Roblin

Ari Collerman

\_\_\_\_\_

FOR THE UNION:

Pam Sheptenko  
Labour Relations Officer

Maureen Williamson

Stephanie Dugarich

Cynthia Mascoll

**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: Regular Part-time Scheduling – West Lincoln Memorial Hospital**

---

WHEREAS the Hospital and the Union entered into a Letter of Agreement “Regular Part-Time (RPT) – West Lincoln Memorial Hospital (WLMH)” on March 24, 2015, which formed part of the local appendices to the collective agreement, expiry March 31, 2016;

AND WHEREAS the Letter of Agreement was implemented in order to outline the process which was to be utilized to transition affected WLMH RPT nurses to align with Article B-7 and H-6 of the local collective agreement;

AND WHEREAS the Hospital and the Union concluded said transition process on September 16, 2016;

THE PARTIES HEREBY ACKNOWLEDGE the following;

1. Effective September 16, 2016 the Hospital confirmed that all applicable RPT nurses have provided their commitment, as per the collective agreement;
2. Notwithstanding the aforementioned, where the Hospital cannot meet commitment, the reasons for this will be discussed with the Union as soon as reasonably possible;
3. Cynthia Ahearn shall have grandfathered conditions as it pertains to her commitment hours for scheduling purposes. Specifically, her commitment hours for the purposes of the scheduling shall be based on her prior WLMH RPT Commitment and not on Article B-7 of the local collective agreement; and
4. All collective agreement language shall apply to affected RPT nurses, unless specifically amended and agreed by the parties.



DATED at Hamilton, Ontario this 3 day of April, 2019.

FOR THE HOSPITAL:

Melina Senchyshak

Tiffany Roblin

Ari Collerman

\_\_\_\_\_

FOR THE UNION:

Pam Sheptenko  
Labour Relations Officer

Maureen Williamson

Stephanie Dugarich

Cynthia Mascoll